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CURRENT TOPICS.

Mr. H. R. T. ALEXANDER (of the firm of ALEXANDER & HARRATT, of 27, Ely-place) has been appointed a Chief Clerk of the Chancery Division, in succession to Mr. ALFRED RAWLINSON, recently appointed one of the Chancery Taxing Masters. It is understood that the appointment was made before the Easter Vacation, but no public notification of it has appeared.

WE HAVE frequently expressed an earnest hope that the counsel of some official of experience in the practical working of procedure should be called in to the consolidation of the Rules of Court. A few weeks ago we asked whether it was a thing past hoping for that we might have a code of procedure regulations which should be complete in itself, and should reflect in all its parts a knowledge of the actual practical work of litigation, both official and professional; and we ventured to suggest that such knowledge was easily obtainable if it was sought. We learn with much satisfaction that our suggestion has been adopted, and that precisely the kind of practical knowledge which is required has been brought to bear on the work of consolidation. For ourselves, we have to deplore the fact that the arrangement which has been made has had the effect of depriving this journal, for the time being, of the services of a valued contributor on questions of procedure; but we anticipate that the result will be to bring the new code much nearer to the ideal we set forth than could otherwise have been hoped for.

A CURIOUS distinction has been discovered by the Court of Appeal between the expressions "agreed costs" and "costs as agreed." Under section 8 of the Solicitors' Remuneration Act, 1881, it is competent for a solicitor to make an agreement in writing with his client with respect to his remuneration, although the agreement is liable to be cancelled or modified by the court should the client be able to establish that it is unreasonable or unfair. In *Re Fraye* (41 W. R. 417; 1893, 2 Ch. 284) an account was settled between a solicitor and his client in which a sum of £123 appeared to be due to the client. Under this was set the item, "By agreed costs, £80," and the balance of £43 was paid to the client, and a receipt given. The Court of Appeal held that, on the fair construction of these words, they constituted an agreement that £80 should be paid in respect of all costs incurred down to the date of the account, and hence the solicitor was not liable to have his bills of costs taxed. In *Re Baylis*, decided by the

Court of Appeal on Wednesday, the corresponding words were, "Costs of mortgage as agreed, £35." The amount of the mortgage was £700, and there was evidence of a verbal agreement under which the solicitor was to have a commission of 5 per cent. on all loans raised by him for the client. In the view of the court the expression "as agreed" referred to this prior agreement, and did not operate as an agreement at the date of payment. Consequently there was no agreement under the Solicitors' Remuneration Act, and the solicitor's bill was liable to taxation.

THE Agricultural Land Rating Bill, which has been introduced by the Government and read a first time in the House of Commons, proposes to carry out on a more extensive scale the system which has been already adopted in particular instances of rating special classes of property at a proportion only of their actual rateable value. The Bill provides by clause 1 that, after the 31st of March next after the passing of the Act, the occupier of agricultural land in England shall be liable, in the case of every rate to which the Act applies, to pay one-half only of the rate in the pound payable in respect of buildings and other hereditaments. The expression "agricultural land" is defined (clause 9) to mean, "any land used as arable, meadow, or pasture ground only, or as woodlands, market gardens, nursery grounds, orchards, or allotments," but not "land occupied together with a house as a park, garden, or pleasure ground"; and the expression "rate" means "a rate the proceeds of which are applicable to public local purposes, and which is leviable on the basis of an assessment in respect of the yearly value of property." Clause 1 goes on to provide that the Act shall apply to every rate as thus defined, except rates as to which the occupier of agricultural land is liable, as compared with the occupier of buildings or other hereditaments to pay in the proportion of one-half or less than one-half, and except rates which are assessed under any commission of sewers, or in respect of any drainage, wall, embankment, or other work for the benefit of the land. The annual deficiency in the local rates that will ensue is estimated at £1,550,000, and this sum is to be provided by the Inland Revenue Commissioners out of the proceeds of estate duty derived in England from personal property, and is to be distributed by the Local Government Board among the various spending authorities affected by the deficiency. The change will necessitate the separate valuation of agricultural land and of buildings and other hereditaments, and provision is made for this by clause 5, but the general rules and practice as to rating do not appear to be touched by the Bill. The leading feature is the reduction of the rate payable on agricultural land to one-half of the rate levied on other hereditaments.

THERE is, we believe, in many quarters a feeling that the action of the Council of the Incorporated Law Society in refusing to adopt the resolution with regard to the Long Vacation which was carried by a large majority at the meeting held on the 31st of January last is a rather strong proceeding. Theoretically, it is admitted that the council are not bound to accept the resolutions of general meetings of the society; but, practically, it is said that such resolutions should not be disregarded except for the gravest reasons. To act otherwise would be to reduce the resolutions of the London meetings to the level of those of the annual provincial meetings, which, by the express stipulation always made with regard to them, are to be considered only as recommendations to the council. Writing before the meeting on Friday, when, it is understood, the whole question will come up for discussion, we are unaware what answer the council will make to these allegations; but it strikes us that the question they ought to consider is whether in their refusal they are or are not in accord with the general opinion of the profession. They are (or ought to be) a representative body; they are not elected to carry out their individual views on questions of moment to the profession, but to give effect to what they have reason to believe is the general wish of their constituents. Now, as to this point, Mr. RAWL, in his admirable paper at the Liverpool meeting, pointed out that at the Bath meeting in 1893 a resolution was passed that

greater facilities should be given during a shortened Long Vacation for the despatch of business in the offices and chambers of the court; that in 1892 the Legal Procedure Committee appointed by the council reported that the Long Vacation as such should be entirely abolished; that at the Norwich meeting in the same year a resolution to that effect was unanimously passed; and that in the same year a resolution was passed at a London meeting that pleadings should be deliverable without order during the Long Vacation; and, lastly, that at the general meeting in London on the 31st of January, 1895, a resolution was passed that the Long Vacation should be shortened, and that pleadings should be delivered, and other formal business transacted, throughout the Long Vacation. Surely these repeated resolutions are sufficient evidence of the wish of the profession that the change should be effected. At all events, we think it would have been more expedient for the council, instead of refusing to act at all upon the recent resolution, to have proposed the compromise we suggested a fortnight or so ago—namely, that pleadings should be deliverable during a portion of the Long Vacation. We believe that this would be in accordance with a suggestion once made by Lord HERSCHILL, and might possibly meet with the approval of the Rule Committee.

WHERE a company which is being wound up is a lessee it is by no means easy to say what is the present rule as to proof by the lessor in respect of the company's obligations under the lease. Under section 158 of the Companies Act, 1862, all claims against a company, whether certain or contingent, are admissible to proof; but in *Horsey's claim* (L. R. 5 Eq. 561) it was held that this provision did not apply to a claim for rent under the lease which had not accrued due at the date of the winding up, inasmuch as there was no present right to receive it; and it did not apply to claims in respect of future breaches of covenant, on the further ground that they could not be the subject of calculation. All that the lessor could do was to enter a claim for the value of the future rent, as in *Re Hayter Granite Co.* (L. R. 1 Ch. 77), not with a view to immediately receiving anything in respect of it, but for the purpose of having the claim before the court and enforcing it from time to time as might be practicable. But in *Hardy v. Fothergill* (13 App. Cas. 351) the House of Lords held that in bankruptcy it is not to be assumed that claims which may hereafter arise in respect of the obligations of a lease are incapable of being valued. Hence, if no proof is made, the claim will be barred by the discharge of the bankrupt, unless the court expressly makes an order that the liability is incapable of being fairly estimated. In that case the bankrupt, as the assignee of a lease, had covenanted to indemnify the lessees against damages for breach of the covenants in the lease. It was held that the liability under the indemnity was, in the absence of an order of the court to the contrary, provable in the bankruptcy, and since no proof had been made it was barred by the bankrupt's discharge. Having regard to section 10 of the Judicature Act, 1875, which makes the rules as to proof of debts and claims in bankruptcy applicable to the winding up of companies, it seems that *Hardy v. Fothergill* must be taken to have to some extent modified the former practice as to proof in respect of leases in a winding up; and an opinion to this effect was intimated by LINDLEY, L.J., in *Craig's claim* (1895, 1 Ch., p. 275). Subsequently, however, in *Re New Oriental Bank Corporation* (1895, 1 Ch. 753), VAUGHAN WILLIAMS, J., insisted that *Hardy v. Fothergill* could not apply to the case of a lease which was still subsisting after the winding up, but only to cases where a surrender of the lease had been accepted by the lessor. In the absence of such surrender the lease remains vested in the company, and probably the liquidator remains in beneficial occupation. There is thus a claim for accruing rent which ought to be satisfied in full. In that case, therefore, as the lessor would not accept a surrender, VAUGHAN WILLIAMS, J., adhering to the old practice, allowed the lessor to enter a claim for the whole of the future rent, and to prove for the breaches which had already taken place. In the recent case of *Re Panther Lead Co. (Lim.)*, before ROMER, J. (reported elsewhere), the lessors were willing to accept a surrender of the lease, provided they could prove for the loss which they sustained thereby.

This removed the difficulty felt by VAUGHAN WILLIAMS, J., and made *Hardy v. Pothergill* applicable. Hence he held that the liquidator might properly surrender the lease and admit a proof by the lessors in respect of the company's future and contingent liability. But it is clear that the whole matter calls for reconsideration.

ARTICLES OF ASSOCIATION usually provide that the personal representatives of a deceased member of the company shall be the only persons recognized as having any title to shares registered in his name, but they do not work out in detail all the rights existing between the company and the estate of the deceased member. The chief occasions when such rights come in question are upon the making of a call and on the payment of dividends, and it seems that so long as the shares stand in the member's name his estate is both subject to the liability to pay calls and is entitled to the benefit of the dividends. In this respect the company differs from a partnership, and, as it was put in *Re Agriculturist Cattle Insurance Co., Baird's case* (L. R. 5 Ch. p. 735), the estate remains a member of the company. In construing, therefore, the word "member" in the articles of association it must be taken, so it has been held in *James v. Buena Ventura Nitrate Grounds Syndicate* (44 W. R. 372), as including the deceased member so long as his name remains upon the register, or, which comes to the same thing, the estate of the deceased member must be treated as being a member, both for the purpose of profit and liability. In the case just mentioned the question arose in connection with the issue of new shares upon an increase in the capital of the defendant company. Article 27 of Table A was applicable, and under this the new shares are to be offered to the members in proportion to the existing shares held by them, and the offer is to limit a time within which the offer, if not accepted, will be deemed to be declined. H. B. JAMES, who had been a member of the defendant company, died in July, 1892, and in May, 1893, when the company were about to issue new shares, his death was known to them. A notice containing the offer of the shares to which if living he would have been entitled was sent, directed to his "executor," to an address to which his letters were accustomed to be forwarded, though not his registered address. His will was proved by his widow, but the notice did not reach her and she did not hear of the offer till May, 1894. The time limited—ten days—had then long since elapsed, but Mrs. JAMES at once claimed the shares; and the Court of Appeal have held, reversing the decision of CHITTY, J., that she is entitled to them. Under the rule of construction above enunciated, the estate of the deceased member was entitled to the offer of the shares; and such offer, after the company had notice of the death, ought to have been sent to the executrix in such a manner as to be brought to her notice. Under the circumstances, therefore, Mrs. JAMES was still, in May, 1894, entitled to have the offer made to her, though had the company remained in ignorance of her husband's death they could apparently have well discharged themselves by sending the notice to his registered address (*New Zealand Gold Extraction Co. v. Pocock*, 1894, 1 Q. B. 622).

THE COURT of Appeal have declined in *Hood Barrs v. Heriot* to follow the decision of the Irish Court of Appeal in *Fitzmaurice v. Jordan* (32 L. R. Ir. 112) with reference to ordering repayment by a solicitor of costs paid to him pending an appeal which turns out to be successful. The Irish case was an action for freight, with a counter-claim for damage to cargo, in which the plaintiff obtained judgment with costs. On a motion for a new trial, the Divisional Court, consisting of four judges, was equally divided, and the judgment stood affirmed. The defendant served notice of appeal, but the plaintiff immediately afterwards issued execution for his taxed costs of £166, and the defendant, to avoid levy, paid them. The appeal was successful; the judgment for the plaintiff was set aside, and a new trial ordered of the defendant's counter-claim, all the costs to abide the result of the new trial. In those circumstances it was admitted that the plaintiff was bound to repay the £166, but an order was also asked against his solicitor personally, and the

Court of Appeal made it. Stress was laid in the judgment of FITZGIBBON, L.J., upon the fact that the notice of appeal was clearly *bona fide*, and he thought it erroneous to make it a ground for refusing the order against the solicitor that payment to him was substantially payment to his client, the latter alone being left liable to repay. There is perhaps something to be said in favour of requiring the solicitor to hold the costs intact pending the appeal, but the English Court of Appeal has already, in *Lydney Iron Ore Co. v. Bird* (33 Ch. D., p. 96), taken a different view of the solicitor's position in the matter, and has insisted that the solicitor receives the costs merely as agent. Hence it is for his client to refund. In *Hood Barrs v. Heriot* the same principle has been followed. In the Court of Appeal judgment was given in favour of the defendant, a married woman, on the ground that arrears of income which had not yet reached her hands were subject to the restraint on anticipation contained in her marriage settlement, and the plaintiff was ordered to pay her costs. These, which were taxed at £66, were under threat of execution paid by the plaintiff to the London agents of the defendant's solicitors, after notice of appeal to the House of Lords. The appeal, it will be remembered, was recently decided in favour of Mr. HOOD BARRS, but he has failed to obtain an order for repayment of the costs by the London agents. According to the evidence they had applied the amount in payment of costs due to them, and Mr. HOOD BARRS' only remedy is against the defendant.

INDEMNITY AGAINST BREACH OF TRUST.

THE recent decision of the Court of Appeal in *Chillingworth v. Chambers* (44 W. R. 388) is an interesting application of the rules which, apart from section 45 of the Trustee Act, 1893, determine the right of a trustee to be indemnified against the consequences of a breach of trust committed with the assent of a *cestui que trust*, the case being further complicated by the circumstance that the *cestui que trust* was himself one of the trustees, and as such was claiming contribution from his co-trustees.

As between the trustees who are in office at the time when a breach of trust is committed, it is the general rule that all are equally liable for any loss which may fall on the trust estate, and if this loss is in the first instance made good by one, the others are bound to reimburse him by contributing their shares. They cannot, for instance, excuse themselves by alleging that they took no active part in the breach of trust, and that the management of the trust estate was left in the hands of their co-trustee. As was pointed out in *Lingard v. Bromley* (1 V. & B. 114), all the trustees by entering upon the trust make themselves parties to every proceeding. They lend the sanction of their names, and they cannot, on the mere ground of non-interference, allege that the responsibility rests only on the acting trustee. A few cases there are where the whole loss has been thrown on a single trustee. In *Lockhart v. Reilly* (25 L. J. Ch. 697) one of the trustees was a solicitor, and acted as such for himself and his co-trustee, the latter relying on his advice in making the investment which was impugned as a breach of trust. If the solicitor-trustee acted in good faith, there is, perhaps, no good reason why the above circumstance should have affected the case; but Lord CRANWORTH, C., held that all the loss must fall upon him on the ground that the co-trustee had left the matter with him, and it was by the negligence of the solicitor-trustee that the loss had, in a great degree, arisen. *Thompson v. Finch* (22 Beav. 316, 8 D. M. & G. 560), again, was a case of a solicitor-trustee, but there such trustee had mixed the trust money with his own, and without the knowledge of his co-trustee had invested it with money of his own on a security which turned out to be worthless. The innocent trustee was held liable to the *cestui que trust*, but with a right to prove for the whole amount of the loss in the insolvency of the solicitor-trustee. And so a trustee who has himself got the benefit of a breach of trust will be liable as between himself and his co-trustee to bear the whole loss resulting from the breach of trust. In *Bahin v. Hughes* (34 W. R. 311, 31 Ch. D. 390) COTTON, L.J., pointed out that so far the only cases in which relief had been granted to one trustee as against the other were

those just mentioned—namely, where one trustee has got the exclusive benefit of the breach of trust, or where between him and his co-trustees there has existed a relation which will justify the court in throwing the whole liability on him. In *Bahin v. Hughes* it was held, upon the principle stated above, that all the trustees were equally liable, both as to the *cestui que trusts* and as between themselves, notwithstanding that one of them had taken no active part in the transaction which caused the loss to the trust estate.

It is also settled that a *cestui que trust* who is a concurring party in a breach of trust cannot himself make the trustees liable for it. "It is established by all the cases," said Lord ELDON, C., in *Walker v. Symonds* (3 Sw. p. 64), that if the *cestui que trust* joins with the trustees in that which is a breach of trust, knowing the circumstances, such a *cestui que trust* can never complain of such a breach of trust." And in *Fyler v. Fyler* (3 Beav. p. 560), Lord LANGDALE, M.R., observed that, after *cestui que trusts* had authorized a particular course of dealing with their own fund, it would be in the highest degree unjust to permit them to establish a claim against those who had acted under their authority. And not only is the concurring *cestui que trust* debarred from making a claim against the trustee, but if he has only a partial interest in the trust estate his interest is liable to be impounded to indemnify the trustee. "If one party," said Lord LANGDALE, M.R., in *Lincoln v. Wright* (4 Beav. p. 432), having a partial interest in the trust fund, induces the trustees to depart from the direction of the trust for his own benefit, he shall not be permitted personally to enjoy the benefit of the trust whilst the trustees are subject to a serious liability which he has brought upon them." In *Raby v. Ridehalgh* (7 D. M. & G. 104) TURNER and KNIGHT BRUCE, L.JJ., seem to have considered that the concurring *cestui que trust* should reimburse the trustees, not to the full extent of his interest in the trust estate, but only to the extent which he had actually profited by the breach of trust; but this view was rejected by the Court of Appeal in *Chillingworth v. Chambers*, and there is no such limitation in the statutory indemnity which the court may direct under section 45 of the Trustee Act, 1893. Where a trustee, so the section provides, commits a breach of trust at the instigation, or request, or with the written consent (see *Griffiths v. Hughes*, 40 W. R. 524; 1892, 3 Ch. 105) of a beneficiary, the court may make such order as seems just for impounding all or any part of the interest of the beneficiary in the trust estate by way of indemnity to the trustee.

In *Chillingworth v. Chambers* the plaintiff, who was one of the trustees, was entitled as beneficiary to one-fifth part of a trust fund of £8,650. The defendant was the other trustee. The fund was invested upon an improper security, and when the security was realized there was a deficiency of £1,580, for which, of course, the trustees were liable, and for which, since, in the view of the circumstances taken by NORTH, J., and by the Court of Appeal, they were equally in fault, they were as between themselves in the character of trustees equally liable. Upon this footing each should contribute £790. But, on the other hand, the plaintiff, in his character of beneficiary, was liable to reimburse the defendant to the extent of his share in the trust fund, taking that fund at its full amount of £8,650 to which the trustees were bound to restore it. And in the natural order of things this liability would have to be discharged before any question of contribution as between the trustees could arise. Had the plaintiff been merely a beneficiary concurring in the breach of trust, and had the trustees been independent persons, say A. and B., it is clear that A. and B. would, on the principle above stated, be entitled to impound the plaintiff's share—that is, £1,730—in order to reimburse themselves, so far as necessary, for the £1,580 which had been lost, and for which they were themselves primarily liable. When they had done this they would neither of them have sustained any loss, and there would have been no occasion for either to claim contribution from the other. Clearly this result could not be altered by the circumstance that the beneficiary upon whom the whole liability was ultimately cast was himself a trustee. Hence the right of contribution claimed by the plaintiff never arose, and the Court of Appeal consequently affirmed the judgment of NORTH, J., under which the whole sum of £1,580 was directed to come out of the plaintiff's share in the trust funds.

THE COMPANIES BILL.

III.

Allotment.—Lord DAVEY's Committee attached great importance to preventing the promoters of companies from proceeding to allotment and commencing business upon an insufficient subscription of capital. In this respect the provisions of the French and German law are extremely drastic. Under the Law of the 24th of July, 1867, relating to *Sociétés en commandite* and *Sociétés anonymes*, the company was only definitely constituted after the subscription of the whole of the capital, and the payment by each shareholder of at least one-fourth of the amount of the shares subscribed by him. This provision is repeated by the Law of the 1st of August, 1893, as to shares of the value of 100 francs and over, but where the shares are of the value of only 25 francs the whole amount must be paid up. Similarly, in Germany, before a company can be registered, the whole of the share capital must be allotted, and one-fourth of each share must be paid up. Compared with these requirements the proposals of the Bill are moderate. If the memorandum or articles of association name a minimum subscription on which the directors may proceed to allotment, then this minimum amount must be subscribed, or if no minimum is named the whole amount of the share capital must be subscribed, before any allotment is made. The sum payable on application must also have been received by the company. The minimum subscription is to be reckoned exclusively of shares payable otherwise than in cash, and the whole amount payable on application and allotment is to be not less than 5 per cent. of the nominal value of the share. If the conditions of allotment are not complied with within twenty-eight days after the issue of the prospectus, the money received from applicants is at the peril of the directors to be repaid without interest; and the requirements of the section may not be waived. These provisions, which are contained in clause 4, still leave the matter very much in the hands of the promoters, the real check upon them being that they will be bound to fix upon some minimum subscription, and it will not, save in special cases, be prudent to fix the amount too low. An allotment made in contravention of the provisions of the section is to be voidable within one month after the holding of the statutory meeting of the company, whether the company is in course of being wound up or not; and directors knowingly contravening the provisions of the section are to be liable in damages both to the company and to an allottee (clause 5).

After the directors have made a valid allotment it will still be a question whether they are in a position to commence business. Either for this purpose or for the exercise of any borrowing powers, clause 6 lays down certain requirements following on the lines of the conditions as to allotment. Shares to the amount of the minimum subscription must have been allotted; every director must have paid the 5 per cent. or other proportion payable by the public on application and allotment; not less than three-fourths of the aggregate amount so payable must have been received in cash by the company; and the secretary or one of the directors must file with the registrar a statutory declaration that these requirements have been complied with. The registrar will then certify that the company is entitled to commence business, and his certificate will be conclusive evidence on the point. All contracts, save for payment of preliminary expenses, are to be provisional only until the date when the company may commence business. To be binding on the company they must be adopted after that date. Persons who are parties to the carrying on of business in contravention of the section are to be liable to a penalty of £50 a day. Clause 7 provides for a return to the registrar within seven days after any allotment of the particulars of the shares allotted, and the names, addresses, and occupations of the allottees, with a statement of the shares not to be paid up in cash.

Duties and Liabilities of Directors and Promoters.—Under this head the Bill first deals, in clause 8, with the payment of commission for underwriting shares. Lord DAVEY's Committee reported that such payments were usually made, and that the propriety of making them was recognized among men of business. Apparently under the recent decision of the Court of Appeal in *Metropolitan Coal Consumers' Association (Limited) v. Scrimgeour* (44 W. R. 35; 1895, 2 Q. B. 604), they are already

legal, notwithstanding the adverse decision of KAY, J., in *Re Faure Electric Accumulator Co.* (37 W. R. 116, 40 Ch. D. 141). Under the Bill the payment of the commission and the amount or rate per cent. must be authorized by the articles of association, and disclosed in the prospectus, if any. Any other application of shares or capital, either direct or indirect, in payment of any commission, discount, or allowance for underwriting shares or for procuring subscriptions, is to be unlawful, and directors who are parties to such payment are to be jointly and severally liable to repay the amount to the company.

Definitions of the duties and liabilities of promoters and directors respectively are contained in clauses 9 and 10; but in these clauses the object of the framers of the Bill has been simply to declare the existing law. The Board of Trade Committee, says the report, "resolved that it was expedient that clauses should be inserted declaring the general law with regard to the duties and liabilities of promoters and directors in regard to the promotion of companies and the issue of prospectuses. They have done so, because their experience leads them to believe that the principles of law and commercial morality long since adopted and acted on by courts of law and equity are not generally recognized, or, if known, are frequently overlooked and disregarded. They also think that those principles of law, if thoroughly grasped, leave little to be desired, so far as concerns the general principles which should regulate the dealings of men of business in this matter. The incorporation of those principles in an Act of Parliament is more likely to bring home to promoters and directors the obligations they undertake, and to shareholders and others the standard of commercial morality which they have a right to expect in those whom they are invited to trust."

With respect to promoters, the first question is to decide when this position has been assumed, and here the Bill gives no assistance. "As used in connection with companies," said LUDLEY, L.J., in *Emma Mining Co. v. Lewis* (27 W. R. 836, 4 Q. P. D. 396), "the term 'promoter' involves the idea of exertion for the purpose of getting up and starting a company (or what is called floating it), and also the idea of some duty towards the company imposed by or arising from the position which the so-called promoter assumes towards it." And in *Whaley Bridge Co. v. Green* (5 Q. B. D. 111) BOWEN, L.J., said: "The term 'promoter' is a term not of law but of business, usefully summing up in a single word a number of business operations, familiar to the commercial world, by which a company is generally brought into existence." But so soon as the fact of promotion is established there is no doubt that the promoter is in a fiduciary relation to the company (*Erlanger v. New Sombrero Phosphate Co.*, 3 App. Cas. 1218), and clause 9 begins by enunciating this principle: "Every promoter is in a fiduciary relation towards the company which he is engaged in promoting." Then there follows an enumeration of the particular consequences of the principle: (1) A promoter may not sell his own property or property in which he is interested to the company, and may not be interested in any contract with the company, unless after full and fair disclosure of his ownership or interest; (2) a contract as to which such disclosure is not made is voidable at the option of the company; (3) a promoter may not retain any profit or remuneration unless full and fair disclosure of its nature and amount has been made, and the company has assented thereto after such disclosure; (4) a promoter is liable to account for any secret profit or remuneration he has obtained. These provisions, as just intimated, introduce nothing which is new in the practice of the courts, and numerous instances in which promoters have been dealt with on this footing are to be found in the books (see, for example, *Lydney Iron Ore Co. v. Bird*, 33 Ch. D. 85). They represent the ordinary standard of honesty which a promoter ought to attain as agent for the company.

Clause 10 states in two paragraphs the general duties and liabilities of directors. The first prohibits the receipt by a director of any remuneration or gift from any promoter or vendor to the company, or person contracting with the company, unless the remuneration or gift is received in pursuance of a power contained in the articles of association, and is expressly sanctioned by an extraordinary resolution of the company. This provision,

again, does no more than state a principle which follows at once from the fiduciary relation in which the director stands to the company, and which has been frequently acted upon (*cf. Hay's case*, 10 Ch. 593; *Re Carriage Co-operative Supply Association*, 27 Ch. D. 322). But although a director is in a fiduciary relation to the company, he is not a trustee for it, and in his conduct of the affairs of the company he is not subject to the strict rule of liability which prevails as between trustee and *cestui que trust*. The second part of the clause accordingly imposes on directors only the obligation to use reasonable care and prudence. "Every director," so the clause runs, "shall be under an obligation to the company to use reasonable care and prudence in the exercise of his powers, and shall be liable to compensate the company for any damage incurred by reason of neglect to use such care and prudence." In this positive form the obligation will be new, and, as "reasonable care and prudence" ought to be tested by the care and prudence of a director who from his business experience is qualified to hold the position, the liability may have the effect of deterring incompetent persons from accepting the post.

Clause 11 is intended to check trading by the directors after the company has got into difficulties. The fact that directors under such circumstances incur no personal risk, and have not the fear of the bankruptcy laws before their eyes, leads to the infliction of hardship both on the creditors of the company and on rival traders. The clause consequently imposes personal liability on directors who incur a debt on behalf of the company when they know that there is no reasonable ground of expectation that the company will be able to pay it. Similarly, a director is to be held personally liable for the undue or fraudulent preference of any of the creditors of the company, and also for pledging, within four months of the winding up, property of the company obtained on credit and not paid for.

Statutory Meeting.—The chief novelty in the Bill, perhaps, is the attempt to turn the first statutory meeting of the company from being a mere form into an occasion for an actual examination by the shareholders into the formation and prospects of the company. The Board of Trade Committee carefully considered the expediency of introducing a system of double registration—registration to be provisional in the first instance, and only to become complete when a due proportion of the capital had been allotted and paid up, and when the shareholders had determined to go on with the undertaking. But they rejected the scheme on the ground that any such system would certainly entail additional complication, delay, and expense in the formation of companies, while it would not afford any real protection to the public. One of the distinguishing features of English law, it was said, is the facility for the formation of a company, and the committee did not doubt that such facility brings to this country enterprises and business for which the required capital might otherwise be sought elsewhere. But if the safeguards which are thought to be necessary in France and Germany are dispensed with here, it is important to give the shareholders an opportunity of exercising effectual control over the affairs of the company from the outset, and this the statutory meeting, as remodelled by the Bill, is intended to do.

We have referred above to the statutory declaration required by clause 6 as a preliminary to the commencement of business. Within one month of the filing of this declaration it is proposed that the statutory meeting shall be held (clause 18). At least seven days before the meeting the directors are to forward to every member a report stating: (a) the number of shares allotted, distinguishing those not to be fully paid for in cash; (b) the total amount of cash received by the company in respect of the shares allotted; (c) an abstract of receipts and payments up to date, with an account or estimate of the preliminary expenses of the company; (d) the names, addresses, and occupations of the officers of the company; (e) the short purport or effect of contracts made with promoters or vendors, and the amount and mode of any payment made or to be made in respect of any such contract and not disclosed in the prospectus; (f) the position and prospects of the company; and (g) a statement by the directors as to the good faith of the undertaking, and the sufficiency of the capital subscribed for the purposes of the undertaking. This report should furnish the members with

materials for discussion at the meeting, and they are to be at liberty to discuss any matter relating to the formation or the business of the company, whether previous notice has been given or not. The meeting may by extraordinary resolution appoint a committee of inquiry, and may adjourn from time to time, and at any adjourned meeting an extraordinary resolution may be passed that the company be wound up. Practically, then, if the shareholders are dissatisfied, they will be able either to require rescission of the contracts on which the company's undertaking is based—supposing that there are grounds for such rescission—or they can forthwith proceed to wind up the company.

REVIEWS.

BILLS OF SALE.

THE LAW OF BILLS OF SALE. CONTAINING A GENERAL INTRODUCTION IN TEN CHAPTERS, THE TEXT OF THE REPEALED STATUTES, THE BILLS OF SALE ACTS, 1878 TO 1891, WITH NOTES AND AN APPENDIX OF FORMS. By JAMES WEIR, M.A., Barrister-at-Law. Jordan & Sons (Limited).

Mr. Weir has set himself a task of no ordinary difficulty. The Bills of Sale Acts stand pre-eminent for the litigation to which they have given rise, and the lawyer who essays to expound them finds himself confronted with a multitude of cases, many of which proceed upon no clear principle, but simply depend upon a strict construction of the words of the statutes. The subject, therefore, though by no means uninteresting, is not an inviting one, and Mr. Weir is to be congratulated on the success with which he has dealt with it.

Entirely devoid of principle, however, the subject is not, and in the second chapter of the general introduction Mr. Weir enters very fully into the fundamental rule that the Bills of Sale Acts strike at documents, and not at transactions. On the affirmative side he describes this, in relation to documents accompanying sales, as the principle of *Ex parte Cooper* (10 Ch. D. 313)—where independently of the document there is no sale, the document is a bill of sale and requires registration under the Act of 1878; and on the negative as the principle of *Marsden v. Meadows* (7 Q. B. D. 80)—where there is a complete transaction of sale before the document and independently of it, the document need not be registered as a bill of sale. Possibly this is a needless duplication of the matter, though it gives opportunity for distinct enumeration of the cases in which sales of goods have or have not respectively been held to be invalidated by non-registration of an accompanying document, such as a receipt and inventory. For practical purposes it seems better to base the principle in question on the more recent cases of *North Central Wagon Co. v. M. S. & L. R. Co.* (see judgments in Court of Appeal, 35 Ch. D. 191) and *Newlove v. Shrewsbury* (21 Q. B. D. 41), where it is very distinctly laid down.

The next chapter takes up the subject of real and fictitious transactions, and in particular discusses the question whether sales followed by hiring agreements are to be treated as *bona fide* sales or as colourable mortgages. If, as in *Redhead v. Westwood* (59 L. T. 293), there is a *bona fide* sale, it is still necessary for the sale to be independent of any document, and if this requirement is satisfied the Bills of Sale Acts are successfully evaded. But more probably, as in *Re Watson* (38 W. R. 567, 25 Q. B. D. 27), it will be held that the whole transaction is simply a mortgage, and then the hiring agreement will be void for not complying with the formalities of a bill of sale. The various cases depending on this distinction are carefully stated. The further question whether the security may not be outside the Bills of Sale Acts, on the ground that the grantor does not retain possession of the goods, is discussed in chapter 4 with reference to the decision of the House of Lords in *Charleworth v. Mills* (41 W. R. 129; 1892, A. C. 231), and to other cases.

After the general introduction Mr. Weir prints the text of the statutes with copious notes. The most elaborate, and perhaps the most useful, note is that appended to section 9 of the Act of 1882, which requires mortgage bills of sale to be in the schedule form. Each part of the form is discussed in succession, and Mr. Weir points out the various provisions which have been held to be consistent with adherence to the form. It would have been useful had he gone further and given a model bill of sale incorporating the provisions which are at once desirable and permissible.

At p. 45, line 12, "grantor" appears to be printed for "grantee," and the mistake is not noticed in the list of *errata*. But in general the book seems to be accurately written, and, as far as we have observed, all the cases are noted. Under section 17 of the Act of 1882, for instance, which exempts debentures of incorporated companies, reference is made to the recent decision of *Vaughan Williams, J., in Great Northern Railway Co. v. Coal Co-operative Society* (ante, p. 52), that the exemption does not extend to debentures

of a society registered under the Industrial and Provident Societies Acts. The lines of the book, especially in the small type of the latter part, are too long for convenient reading, and the tendency is to make the work a digest of all the cases, instead of fastening attention on those which are of primary importance. But to many this method may increase the utility of the book, and Mr. Weir has dealt with his subject in a manner which is at once thorough and orderly.

BOOKS RECEIVED.

American Law Review, March-April, 1896. Editors, SEYMOUR D. THOMPSON and LEONARD A. JONES. St. Louis Mo, Review Publishing Co.; London: Reeves & Turner.

CASES OF THE WEEK.

Court of Appeal.

Re AN APPLICATION (NO. 108,425) OF JOHN DEWHURST & SONS (LIM.)—No. 2, 17th April.

TRADE-MARK—"WORDS"—BURMESE WORDS—DISCLAIMER—RISK OF DECEPTION—REGISTRATION RESTRICTED TO GOODS TO BE EXPORTED TO PARTICULAR COUNTRY—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57)—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1888 (51 & 52 VICT. c. 50).

Appeal from the Vice-Chancellor of the County Palatine of Lancaster. In 1895 the respondent company applied to the Manchester branch of the Patents Registry Office for the registration in Classes 23 and 24 of a certain label for cotton and cotton goods. The label consisted of a golden shield, with three shells thereon, and certain Burmese characters, which were stated to mean "The Golden Fan," and the English words "Oriental Three Cord." The application to register was made under section 64, sub-section 2, of the Patents, Designs, and Trade-Marks Act, 1883 (46 & 47 VICT. c. 57), as amended by section 10 of the Patents, Designs, and Trade-Marks Act, 1888 (51 & 52 VICT. c. 50). The evidence showed that the company had for some time exported large quantities of thread goods to Burmah, where "The Golden Fan" trade-mark (being the label here in question) had come to be well known among the natives. The owners of certain registered trade-marks more or less similar to the company's label had consented to the application. On the 13th of August, 1895, the Comptroller-General, after hearing the company's agents, refused to register the label without a disclaimer of the Burmese characters, on the ground that those characters were not distinctive and were calculated to deceive. The company appealed to the Board of Trade, and the appeal was referred to the Palatine Court. On the 22nd of January, 1896, the Vice-Chancellor decided that the Burmese words on the label were "words" within the meaning of the Acts, and ordered the Comptroller to proceed with the registration. The Comptroller appealed. In the Court of Appeal the company offered to undertake that goods bearing the label should be exported to Burmah only. For the applicant it was argued that whether or not, the Burmese characters were "words," the Comptroller had, under section 62 of the Act of 1883, a discretion as to allowing the registration; and the following cases were cited: *Re The Trade-Mark of La Société Anonyme des Verreries de l'Étoile* (42 W. R. 420; 1894, 2 Ch. 26) and *Emo v. Dunn* (39 W. R. 161, 15 App. Cas. 252). For the respondent company the following cases were cited: *Johnston v. Orr-Ewing* (30 W. R. 417, 7 App. Cas. 219), *Re Keep's Trade-Mark* (32 W. R. 427, 26 Ch. D. 187), and *Monson v. Boehm* (26 Ch. D. 398).

THE COURT (LINDLEY, LOPES, and KAY, L.J.J.) allowed the appeal.

LINDLEY, L.J., said that the words in Burmese characters were "words" within the meaning of the statutory provision. The Comptroller had refused registration on the ground that several trade-marks already registered for cotton goods consisted of representations of fans, one of which was a golden fan, and that this company's label was therefore calculated to deceive. That view was supported by the case of *Re The Trade-Mark of La Société Anonyme des Verreries de l'Étoile* (the *Red Star* case). The Vice-Chancellor distinguished that case on the ground that there *was*, while here there *was not*, evidence that persons had actually been deceived. But clearly if the words "golden fan" had been in English the mark would have been calculated to deceive, and could not have been registered. Regard must be had to the meaning of the Burmese words and therefore the *Red Star* case applied. The court had to guard the interests of the public, and therefore the consents of the owners of other similar trade-marks did not get rid of the objection. Trade-marks remained on the register for an indefinite period, and applied to the whole world, and there was no way of providing against the risk of deception. It was argued that a disclaimer such as the Comptroller required would not prevent the public being deceived. The court would express no opinion as to whether the Comptroller had in the proposal he had made offered the company too much; but, at any rate, what he offered was a very different thing from the registration without disclaimer which the company claimed to be entitled to. As to the company's proposal to restrict the use of the label to goods exported to Burmah, the court had apparently no power to impose such a condition, which might lead to difficulties with other countries, and would certainly be very difficult to enforce. The cases relied upon, in which something like that had been done, were under rules different from those now in force, and none of

those cases had gone far enough for the company's purpose. For these reasons the appeal must be allowed.

LOPES and KAT, L.J.J., delivered judgment to the same effect.—COUNSEL, *for R. E. Webster, A.G., Astbury, Q.C., Ingle Joyce, and T. Clarkson; Hopkinson, Q.C., John Cutler, and A. S. Wills. SOLICITORS, Solicitor to the Board of Trade; C. Urquhart Fisher.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re HARDY, HARDY v. FARMER—Chitty, J., 15th April.

BANKRUPTCY—COMPOSITION—SECURED CREDITOR—DEATH OF DEBTOR—ADMINISTRATION ACTION—RIGHT OF SECURED CREDITOR TO PROVE IN ACTION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 18, SUB-SECTION 11, s. 108—BANKRUPTCY RULES, 1886, r. 211.

Summons. A mortgagor made a composition with his creditors under section 18 of the Bankruptcy Act, 1883, which provided for their being paid by instalments extending over a year. The petition had been presented by himself, and his mortgagees neither attended the creditors' meeting nor assented to the composition. Soon after the year had expired the mortgagor died, and an action was brought by a creditor to administer his estate, which was insolvent. The mortgagees claimed to be admitted as creditors in the action for the balance of their mortgage debt, after deducting the assessed value of their security. Their proof had been admitted by the trustee under the composition. The question turned on the construction of sections 18 and 108 of the Act, and rule 211 of the Bankruptcy Rules, 1886. By section 18, sub-section 11, of the Bankruptcy Act, 1883, if default is made in payment of any instalment due under a composition or scheme, or if it appears to the court that the composition or scheme cannot proceed without injustice or undue delay to the creditors or to the debtor, or that there was fraud, the court may adjudge the debtor bankrupt, and annul the composition or scheme; and where a debtor is so adjudged bankrupt, any debt provable in other respects, which has been contracted before the adjudication, shall be provable. *Of Bankruptcy Act, 1890 (53 & 54 VICT. c. 71), which repealed and in substance re-enacted this section: see section 3 (15).* By rule 211 of the Bankruptcy Rules, 1886, where a composition or scheme has been approved, and default is made in any payment thereunder, no action to enforce such payment shall lie; but the remedy of any person aggrieved shall be by application to the court. By section 108 of the Bankruptcy Act, 1883, if a debtor by or against whom a bankruptcy petition has been presented dies, the proceedings in the matter shall, unless the court otherwise orders, be continued as if he were alive.

CURRY, J., said that if the deceased debtor were still living the mortgagees would be entitled to apply to the court under section 18, sub-section 11, of the Bankruptcy Act, 1883. The opposition to their claim was based upon rule 211 of the Bankruptcy Rules, 1886. The combined effect of that rule and of section 18 seemed to be that a creditor who, apart from his assent, was bound by a composition could only pursue the remedy given by the section. It followed that had the debtor been alive the applicants could not have sued. They relied, however, on section 108 of the Act. It was held in *Ex parte Sharp* (34 W. R. 550), where the petition had been presented by the debtor, that an adjudication could be made after he was dead, and that case shewed that section 108 applied generally, and his lordship was unable to discover any ground for holding that it was inapplicable to section 18. In *Re Eady* (35 W. R. 819, 19 Q. B. D. 538) the petition had not been served on the debtor in his lifetime. It was reasonably argued that the Legislature could not have intended that the death of the debtor just after a composition should deprive creditors, who, apart from their assent, were bound thereby, of all means of obtaining payment of what was due thereunder. The debtor in fact survived the period fixed for payment of the instalments, but that was immaterial, as was also the presence of a surety for their being paid, though it might be that the creditors had a remedy against such surety. In his lordship's opinion, according to the principles of the Court of Bankruptcy, there would in that case be jurisdiction to proceed under sections 108 and 18, sub-section 11; and no reason was suggested which would induce that court to stop proceedings thereunder. The strict course would be to allow the applicant to take further proceedings in bankruptcy; but as the plaintiffs assented to the delay and expense of that course being saved, and were content to take his lordship's opinion on what would be the result of such a proceeding, his lordship acceded to the application, and admitted the claim.—COUNSEL, *Byrne, Q.C., and R. J. Parker; Farwell, Q.C., and J. M. Solomon. SOLICITORS, Gears, Son, & Pears, for Marton & Son, Nottingham; Kingston, Wilson, & Webb, for Freshfield, Kingston, & Walker, Hull.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Re PICKETT, EVANS v. PICKETT—North, J., 16th April.

VENDOR AND PURCHASER—SALE BY AUCTION—CONDITIONAL SALE.

This was a summons under the Vendor and Purchaser Act, 1874, under the following circumstances. Two of the lots were subject to a mortgage, and the mortgage money was more than the value of either. Condition 7 provided accordingly: "The sale of each of lots 7 and 8, both of which are comprised in one mortgage, will be conditional upon both of these lots being sold at this sale and the purchase being completed as hereinafter mentioned. Any person who has purchased either of the lots the purchase of which may by reason of this condition fail to be completed shall be entitled to the return of his deposit and to all moneys, if any, paid

by him into court in respect of the balance of the purchase money," but to no further compensation. Mr. Oldfield contracted to purchase lot 7 at the auction. Lot 8 was not then sold, but it was contracted to be sold by private contract. The day before the contract was entered into Mr. Oldfield wrote withdrawing from the contract for the sale to him of lot 7. For the vendor it was argued that the condition was one for the vendor's benefit, which he was entitled to waive.

NORTH, J.—I do not see my way to get out of the condition on the ground that it was put in for the benefit of the vendor. Lots 7 and 8 were comprised in one mortgage; and, as there was no money to spare, it was provided that unless both lots were sold neither should be sold. The condition is an essential part of the contract. One property was conditionally sold. Lot 8 was not then sold. A contract to sell lot 8 was afterwards made, but that was after the purchaser had written withdrawing. There was no contract binding on the purchaser, and I must declare that the sale of lot 7 was conditional upon both lots 7 and 8 being sold at the sale by auction.—COUNSEL, *Vernon Smith, Q.C., and Henderson; Swinfen Eady, Q.C., and Macnaghten. SOLICITORS, Bird & Eldridge; Oldfield, Barram, & Oldfield.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Winding-up Cases.

Re PANTHER LEAD CO. (LIM.)—Romer, J., for Vaughan Williams, J., 17th April.

COMPANY—WINDING UP—INSOLVENCY OF COMPANY—LESSOR—PROOF BY—FUTURE AND CONTINGENT LIABILITIES—JUDICATURE ACT, 1875 (38 & 39 VICT. c. 77), s. 10—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 158.

This was a summons by the liquidator in the voluntary winding up of the above-named company, to determine the question whether the lessors under a lease granted to the company were entitled to prove in the winding up as creditors for the future and contingent liability of the company as regarded future rent and breaches of covenant, and whether the lessors were entitled to have assets of the company impounded to answer their claims. The company, which was insolvent, was formed in 1857, and resolutions for voluntary winding up were passed in 1895. The lease referred to above was for a term of twenty-one years, commencing in 1883 and determinable at the end of seven and fourteen years. The lessors offered to arrange with the liquidator to take a surrender of the lease, or to determine it, on terms of their being allowed to prove for the loss thereby sustained by them. There was a question raised whether the lease had been surrendered, but his lordship held, in the particular circumstances of the case, that there had been no surrender. The questions argued upon which a report is required are—first, whether or not *Hardy v. Fothergill* (37 W. R. 177, 13 App. Cas. 351) overrules the earlier cases, such as *Re Hayer Granite Co.* (14 W. R. 186, L. R. 1 Ch. 77) and *Horsley's claim* (L. R. 5 Eq. 561); and, secondly, whether or not the present case was on all fours with *The New Oriental Bank Corporation* (No. 2) (43 W. R. 523; 1895, 1 Ch. 753), recently decided by Vaughan Williams, J. In *Horsley's claim*, for instance, it was decided that, as it was impossible to put a just estimate on the claim of a landlord to future rent and possible breaches of covenant, he was not entitled to prove against a limited company being wound up, and to receive a dividend on his proof. This view prevailed until the decision in *Hardy v. Fothergill*, which decided that a lessor's claim under a covenant for indemnity will be barred by an ordinary discharge in bankruptcy obtained by the assignee, even though the lessor have tendered no proof respecting it, for the contingent liability on the covenant is a debt provable in the bankruptcy, unless the court declared it to be a liability incapable of being fairly estimated. But the effect of *Hardy v. Fothergill* on the right of a lessor to have the assets of a limited company which was being wound up impounded remained undetermined until the case of *The New Oriental Bank Corporation* (No. 2), though the point was mentioned in *Re Midland Coal, Coke, and Iron Co.*, *Craig's claim* (43 W. R. 245; 1895, 1 Ch. 267), before the Court of Appeal. In *The New Oriental Bank Corporation* (No. 2) Vaughan Williams, J., held that the rule in *Hardy v. Fothergill* does not apply where a lessor is proving in respect of the liability of his lessee under a subsisting lease, whether the lessee is an insolvent company which is being wound up, or is a bankrupt, and that in the case of an insolvent company *Re Hayer Granite Co.* and *Horsley's claim* are still applicable; and in the same case Vaughan Williams, J., held that where such a company was a lessee of land for a term of fourteen years, with a power to determine the lease at the end of seven years, on paying the rent and performing the covenants up to the date of the term being so determined, and the winding up took place before the end of seven years, the lessor was entitled to claim in respect of the liability of the company as if the lease had been for fourteen years certain. The following cases and authorities were also referred to: *Geech v. London Banking Association* (32 Ch. D. 41, 34 W. R. Dig. 38), *Re Westbourne-grove Drapery Co.* (35 W. R. 809, 5 Ch. D. 248), *Northern Counties of England Fire Insurance Co.*, *Macfarlane's claim* (17 Ch. D. 337, 29 W. R. Dig. 47), *Companies Act, 1862, s. 158, Judicature Act, 1875, s. 10*, which extends the rules in bankruptcy to the winding up of insolvent companies.

His lordship took time to consider the question as to the claim of the lessors in respect to the lease, and on the 17th of April delivered the following judgment.

ROMER, J.—In this case I have already held that the lease to the company has not been surrendered by operation of law, and now the question arises as to what ought to be done in the winding up with regard to the claim of the lessors in respect of the lease. The lease is an onerous one. The premises are not occupied or used or required by the liquidator

or the company. If the liquidator can make a proper arrangement with the lessors whereby the lease may be determined, he certainly ought to do so. On the other hand, it is equally obvious that the terms of the lease are beneficial to the lessors, and that if the lease were put an end to without due compensation to the lessors they would suffer damage. Now, if in this case, as in that of the *New Oriental Bank Corporation* (No. 2) before Vaughan Williams, J., the lessors had refused to let the lease be given up and prove for the loss thereby sustained by them, I should have felt great difficulty in doing more than was done by the learned judge in that case, for a lessor cannot be compelled to come in and prove. But here the lessors offer to arrange with the liquidator to take a surrender of the lease, or to determine it, on terms of their being allowed to prove for the loss thereby sustained by them. This is clearly an arrangement which ought to be made by the liquidator on his side, and after the expression of my opinion I have no doubt that he will enter into it, and so all difficulty will be avoided. All I need do, therefore, on this summons is to give liberty to the liquidator to carry out the arrangement I have indicated. Should, for any unforeseen reason, any difficulty arise, then a further application to the court can be made. The costs of both parties of this application will be paid by the liquidator out of the assets. I desire to add that, in my opinion, since the decision in *Hardy v. Fothergill* the old cases as to proof by a lessor in the case of a company in liquidation have to be reconsidered, as was pointed out by Lindley, L.J., in *Re Midland Coal, Coke, and Iron Co. (Craig's claim)*, and certainly it will be the duty of the court to assist a lessor in proving in respect of the obligations of a company as lessee under its lease in all cases like the present, where the lessor is desirous of proving at once for his loss on the footing of the lease being determined or treated as determined. In such cases I see no difficulty in allowing the proof or estimating its amount. And I need not point out the injustice that would ensue if a liquidator in the case of an insolvent company like the present was to be at liberty to refuse to allow any proof except for rent actually accrued due. He might apply all the assets in paying the other creditors large dividends on their debts, and leave the unfortunate lessor with a mere claim for his future rent, and in the position of there being no assets available for payment of any part of such rent as and when it accrued due and became provable.—COUNSELL, Esq., Q.C., and T. G. Wood; Buckley, Q.C., and P. S. Stokes. SOLICITORS, Coode, Kingdon, & Cotton; Emmet, Son, & Co., for Riley, Kettle, & Landor, Wolverhampton.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

REYNOLDS v. PRESTEIGN URBAN DISTRICT COUNCIL—17th April.

HIGHWAY, ENCRoACHMENT OR—OBSTRUCTION—RIGHT TO ABATE NUISANCE—URBAN DISTRICT COUNCIL—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 149—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), s. 26 (1).

In this case the defendants appealed from a judgment of the county court judge of Radnorshire. The following facts appear from the judgment of the learned judge. The plaintiff was the owner in fee simple of a cottage and garden called Paradise Cottage, Green End, in the parish of Presteign, within the district of the Presteign Urban District Council. The action was for damages for trespass alleged to have been committed by the defendants in grubbing up a hedge bounding the side of the cottage and by cutting the hedges round the garden, and by removing a post and wire railings round the garden, and posts erected for the support of walls round the garden, and also by grubbing up a flower border, all of which said hedges, posts, railings, and flowers were the property of the plaintiff. The property consisted of a cottage and garden bounded on three sides admittedly by three highway roads. In front of the cottage was a small garden, and beyond that a triangular piece of open land bounded on two sides by two of the said highways and ending at a point. The defendants contended that across this piece of land was a highway, upon part of which the plaintiff had placed a hedge. On the 5th of January, 1896, they gave the plaintiff notice of encroachments upon and obstructions to the highway under section 85 of the Highway Act, 1835, and on the 4th of March they gave him notice to remove projections under section 160 of the Public Health Act, 1875, and section 60 of the Towns Improvement Clauses Act, 1847. On the 9th of April, the plaintiff not having complied with the last notice, the defendants did the acts complained of. The jury found as facts that the hedges did encroach upon the highway when the defendants cut them; that the rails removed were encroachments; that there was a highway by the original fence across the triangular piece of land; and that the fences were removed from the triangular piece upon the highway. The learned county court judge, however, held that the defendants had no authority at common law to do what they had done, and that, not having complied with Ord. 10, r. 18 (a) of the County Court Rules, they were not in a position to rely upon any supposed statutory right under the Towns Improvement Clauses Act, 1847, and that, even if they had such statutory right, they were not protected by the statute inasmuch as they had acted without having first obtained the conviction of the plaintiff either by summary proceedings or by indictment, and he therefore gave judgment for the plaintiff. From this judgment the District Council now appealed. For the appellants it was contended that they were entitled both at common law and by statute to remove the obstructions and abate the nuisance on the highways which were vested in them, and the following cases and statutes were cited: *Keane v. Reynolds* (2 E. & B. 748), *Turner v. Ringwood Highway Board* (18 W. R. 424,

L. R. 9 Eq. 418), *Bagshaw v. Buxton Local Board of Health* (24 W. R. 231, 1 Ch. D. 220), the Highway Act, 1835 (5 & 6 Will. 4, c. 50), s. 69, the Towns Improvement Clauses Act, 1847 (10 & 11 Vict. c. 34), s. 69, and the Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 149. It was also contended that they need not, previously to abating the nuisance, proceed against the occupier by summons or by indictment. For the respondent it was contended that the appellants stood in the same position as a private individual, and could not abate the nuisance unless special injury was caused to them by the obstruction; and that they were not in the position of adjoining owners; and in support of these contentions the following cases were cited: *Dines v. Petley* (15 Q. B. at p. 283), *Bateman v. Bluck* (21 L. J. Q. B. 406), *Cooper v. Wandsworth District Board* (11 W. R. 646, 32 L. J. C. P. 185), and *Hopkins v. Smethwick Local Board* (33 W. R. 499, 24 Q. B. D. 712).

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and WRIGHT, J.) allowed the appeal.

LORD RUSSELL OF KILLOWEN, C.J.—I am of opinion that this appeal must be allowed. The plaintiff in this case complained of certain acts of trespass; and the defendants answered that they had not committed a trespass, but had only removed certain encroachments on their highway. The questions left to the jury exclude the supposition that any excessive act was committed by the defendants in removing the obstruction. Each one of the three highways were public roads repairable by the inhabitants at large, and were up to 1875 under the control of a highway board, the soil belonging to the adjoining owners. But by section 149 of the Public Health Act, 1875, the roads became vested in the urban authority. By the Local Government Act, 1894, the defendants succeeded to the urban authority, and the duty was imposed upon them by section 36, subsection 1, of protecting the public right of way and preventing obstructions and unlawful encroachment. The authorities, however, should be circumspect and not act in a high-handed manner without first having obtained a judicial decision in their favour, especially in cases where any doubt exists. If they do remove an obstruction, the onus will lie upon them to prove an encroachment upon property vested in them, for they have the same right to abate a nuisance as a private owner. A private owner has the right, if any special damage is done to him, to remove an obstruction, and as decided in the case of *Lemon v. Webb* (1895, A. C. 1) it is not necessary for him to give notice before cutting away branches of trees overhanging his property. The highway here is vested in the defendants, and it follows that they have a right to remove obstructions, and I therefore come to the conclusion that they did no more in this case than they were justified in doing.

WRIGHT, J.—I entirely agree. I will only add that, while I agree that, as a general rule, the local authority should not take the law into their own hands, I am not sure that all the obstructions found in this case could have been the subject of an indictment or summary proceedings, and therefore I think the defendants were entitled to take the matter into their own hands. Appeal allowed.—COUNSELL, W. D. Benson; J. Corner and T. A. Bertram. SOLICITORS, Norris, Allens, & Chapman, for Clifford Jones, Presteign; Meredith, Roberts, & Mills, for E. L. Wallis, Hereford.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

SMITH v. HAMMOND—20th April.

PRACTICE—WRIT—ADDRESS OF DEFENDANT—MISTAKE—R.S.C., ORD. 2, r. 3.

This was an application by the defendant to set aside a writ on the ground that he was therein wrongly described as "of Lytham, Lancashire," whereas he in fact resided and carried on business in Ireland. The defendant appeared under protest. Ord. 2, r. 3, provides that writs of summons for the commencement of an action shall be in one of the forms given in Appendix A, Part I. The form there given contains the words: "To C. D., of _____, in the county of _____."

THE COURT (POLLOCK, B., and BAUGH, J.) dismissed the application, holding that there was no rule requiring the address of the defendant to be stated in the writ, and that the words given in the form were merely part of the identification of the defendant, and that a mistake as to the address did not invalidate the writ.—COUNSELL, Lechnis; Carver. SOLICITORS, Roughfies, Rawle, & Co., for Hill, Dickinson, & Co., Liverpool; Ince, Colt, & Ince, for Rigby, Liverpool.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re AN ARBITRATION BETWEEN CAMILLO KITZEN AND JEWSON & SONS—16th April.

ARBITRATION—AWARD—MOTION TO SET ASIDE, ON GROUND THAT EVIDENCE HAD BEEN TAKEN FROM ONE PARTY WHICH WAS NOT DISCLOSED TO THE OTHER—LEGAL MISCONDUCT OF ARBITRATOR—ARBITRATION ACT, 1889.

In this case counsel on behalf of Camillo Kitzén moved that an award made by an arbitrator should be set aside on the ground (1) that the arbitrator misconducted the arbitration, and (2) that the award had been improperly procured, the arbitrator having had communication with and received evidence or information from Jewson & Son in the absence and without the knowledge of the applicant. Mr. Kitzén represents a firm of shipowners, and under charter-party one of their vessels was chartered by Messrs. Jewson & Son, timber merchants at Yarmouth, to load a cargo of timber at Archangel and discharge at Yarmouth. The voyage having been completed and the cargo discharged, the captain claimed £38 for five days' demurrage at £5 a day at Archangel, and expenses in moving the ship to six different shippers. As the parties could not agree, an arbitrator was appointed, and after the case had been argued by counsel it was decided that any further information which he might require for the purposes of making his award should be supplied by letter, and if he desired to hear further evidence he should give notice to the parties to that effect.

The arbitrator found that he required further information, and obtained it, together with certain documentary evidence relating thereto, from Messrs. Jewson & Sons. In due course he made his award, which was adverse to the shipowners, who decided to take steps to set the award aside on the ground that the award was founded partly on information supplied by the charterers, which had not been disclosed to them, and therefore they had not had an opportunity of offering rebutting evidence, and, in fact, so far as the documentary evidence was concerned they were ignorant even of its existence until after the award was made. The award ought therefore to be set aside: *Re An Arbitration between Gregson and Armstrong* (70 L. T. 106) and *Re Brook and Delcomyer* (L. R. 16 C. P. 403). In support of the award, counsel contended that the amount being very small formalities could be dispensed with which would be necessary and proper were the case being tried in a court of law. There was a difference, well defined, in the manner in which, by custom, the proceedings of a commercial as distinguished from a legal arbitration was carried on. In the present case both parties had agreed to treat the matter as a commercial arbitration in order to cut down expenses. The arbitrator was justified in obtaining the information, and the charterers in forwarding it to him by the terms agreed to by the parties, and he had not acted *ultra vires* by making use of a mere answer to a question he desired further information on without giving notice to the shipowners: *Re Anderson and Wallace* (3 Clk. & Fenn. 26). The award ought therefore to stand.

THE COURT (POLLOCK, B., and BRUCE, J.) held that an award made under such circumstances in favour of the charterers could not stand, as it was contrary to natural justice. No doubt the parties were justified in waiving formalities to save expenses, provided it could be shown that substantial justice had been done consistently with the terms agreed to. Whether the arbitration was conducted on the footing that it was a mercantile or a legal arbitration, the first principles of justice must be equally applied in every case. Whatever, therefore, were the terms agreed to the arbitrator had acted wrongly, and the award must be set aside.—COUNSEL, *Carver*; *Muir Mackenzie*. SOLICITORS, *Stokes & Stokes*; *Waterhouse, Winterbotham, Harrison, & Harper*, for *Cosens-Hardy & Jewson*, Norwich.

[Reported by EBERKINE REID, Barrister-at-Law.]

THE COMMISSIONERS OF POLICE OF THE METROPOLIS (Appellants) v. CARTMAN (Respondent)—21st April.

LICENSING ACTS—SALE OF LIQUOR TO DRUNKEN PERSON—SALE BY BARMAN—LIABILITY OF LICENSER—THE LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 13.

Case stated by the metropolitan police magistrate (Mr. Vaughan) sitting at Bow-street, raising a question as to the liability of a publican to a penalty in consequence of a barman supplying with liquor a drunken person. The respondent, the landlord of the "Coach and Horses" public-house, 323 and 325, Strand, was summoned for that, being a licensed person, he did on the 14th of October, 1895, unlawfully sell intoxicating liquor to a drunken person, contrary to section 13 of the Licensing Act, 1872 (35 & 36 Vict. c. 94). It appeared in the evidence that at 11.45 on the night of the 14th of October a man named Evans, who was undoubtedly drunk, entered the public-house with two women, that a police-constable called the attention of the door-porter to the fact that the man was drunk; that the porter went and spoke to the barman, who drew and placed one glass of beer before the drunken man, who took it and paid for it; that the porter took it from his hand and placed it before the barman, who replaced it before Evans, who again took it, and drank it up. The police-constable thereupon said to the barman, "You could see that he was drunk"; to which the barman replied: "If you saw that he was drunk, why did you not put him out?" The landlord, who was not present, was sent for by the constable, and on making his appearance he inquired of the porter why he had admitted the drunken man; upon which he replied, as the fact was, that he had spoken to the barman twice. The defendant was called, and stated that at the time of the occurrence he was a considerable distance away, and out of sight of the bar, and that he had given precise instructions to the door-porter and to the barman to refuse drink to drunken persons or to persons in a state of semi-intoxication. Upon this state of facts the magistrate was of opinion that, as the landlord was not present and was ignorant of the act of his barman, and as there had been no delegation of authority to the barman to supply drink to a drunken person, but on the contrary he had been prohibited from doing so, and as the door-porter, who was equally in charge of the premises with the barman, had exercised his authority in endeavouring to prevent the supply of drink to Evans, he was not guilty of the offence charged against him, and he dismissed the summons. The question which the magistrate submitted to the court was, whether he was absolutely bound to convict upon the authority of the cases of *Cundy v. Le Cocq* (32 W. R. 769, 13 Q. B. D. 207), and *Bend v. Evans* (36 W. R. 767, 21 Q. B. D. 249), or whether he was at liberty to take into consideration the above circumstances, as the circumstances were considered in the case of *Somersel v. Hari* (12 Q. B. D. 360). In that case, which was a case under the 17th section of the Licensing Act, 1872, against a licensed victualler for "suffering gaming" on his premises, Lord Coleridge, C.J., said "that where no actual knowledge is shown either that the gaming took place with the knowledge of some person clothed with the landlord's authority or that there was something like connivance on his part, that he might have known, but purposely abstained from knowing." To the same effect, said the learned magistrate, is the language of Smith, J., in *Newman v. Jones*, at p. 137, when referring to the case of *Mullins v. Collins* (23 W. R. 297, L. R. 9 Q. B. 292), he said: "All that this case decided was that a licensed victualler was liable for the act of his servant within the scope of

his employment." Section 13 of the Licensing Act, 1872, provides: "If any licensed person permits drunkenness . . . or sells any intoxicating liquor to any drunken person, he shall be liable to a penalty not exceeding for the first offence ten pounds, and not exceeding for the second and any subsequent offence twenty pounds." For the appellant it was now contended that the case of *Cundy v. Le Cocq* was absolutely in point, and shewed conclusively that the prohibition in section 13 was absolute, and that this is one of a class of cases where the thing is absolutely prohibited, that where under these Licensing Acts knowledge is a necessary ingredient it is sufficient if a thing is done contrary to the Act by a servant if the servant have a guilty mind, and that where there is a duty cast upon a person by statute he cannot get rid of liability by delegating it to another. For the respondent it was contended that the view of the magistrate was right; that though the statute states that the act shall not be done, yet the fact that the act has been done does not more than raise a *prima facie* case against the publican which he can rebut, and which the magistrate has held that the respondent has rebutted in this case.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and WRIGHT, J.) allowed the appeal, and remitted the case to the magistrate to convict.

LORD RUSSELL OF KILLOWEN, C.J., after stating the above facts, proceeded:—Publicans must, by the very nature of the case, carry on their business by other persons, and certainly in the great majority of cases they have to depute that business to others. Are they or are they not to be liable for the acts of those other persons? They are, with this observation—that they are to be liable while the persons are acting within the scope of their employment. If it were otherwise, the very proper object of the Act would be defeated. Let me take the example of a publican who goes all over the country and leaves his business to be conducted by a barman. Can it be said that he is not to be liable for the acts of his barman when done within the scope of his authority? It seems to me impossible to place the narrower construction on the section which the magistrate has adopted. Looking at the whole scope and purview of the section, it seems to be intended that the responsibility should be on the licensee for acts done within the scope of his barman's authority. I need not refer to the authorities, and I do not think there was any real hardship in convicting in this case, as the magistrate can take that into account in enforcing a small penalty, and he can also say that the conviction shall not be endorsed on the licence. Upon these grounds the case must go back to the magistrate.

WRIGHT, J., concurred.—COUNSEL, *Danckwerts*; *S. Lynch*. SOLICITORS, *Wontner & Sons*; *G. P. Burgess*.

[Reported by SIR SHERSTON BAKER, Bart., Barrister-at-Law.]

WHITE (Appellant) v. THE VESTRY OF FULHAM (Respondents)—18th April.

LOCAL GOVERNMENT—METROPOLIS—"NEW STREET"—WIDENING OF OLD STREET—FOOTPATH ON ADDED PART—LIABILITY OF FRONTAGERS—METROPOLIS LOCAL MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 105.

Special case stated by Mr. Rose, metropolitan police magistrate sitting at the South-Western Police Court. The court took time to consider their judgment, and in the written judgment of Hawkins, J., the following facts were stated. In 1870 the District Board of Works of Fulham (whose powers are now vested in the Fulham Vestry) resolved that it was necessary and expedient that a certain road, called St. Thomas's-road, which was then an unpaved "new street," should be paved under the provisions of section 105 of the Metropolitan Management Act, 1855. At that time St. Thomas's-road consisted of a carriage-way with a footpath adjoining on its northern side, both together being 27ft. in width. The street was formed by a row of about thirty small houses on the northern side of the footpath. Two of these houses, Nos. 15 and 16, were owned, as they are still, by the appellant. The southern boundary of the carriage-way was a fence separating it from land then unbuilt upon, and which in the year 1888 was owned by one Thornton. There was in 1870 no footpath, either laid out or existing, or in contemplation, on the southern side of the carriage-way. St. Thomas's-road was, in accordance with the resolution, sufficiently paved to the satisfaction of the Board in 1870; and the expenses of providing and laying pavements were paid wholly by the owners (including the appellant) of the houses forming the street on the southern side, no others having, through oversight or ignorance, been called on to contribute. From the time of the completion of the paving in 1870 down to 1888 the Board or Vestry duly maintained and kept the whole of such pavement in repair, as they were bound to do under section 105, defraying the expenses out of the general rates. In 1888 Thornton, the owner of the fence and land forming the southern boundary of St. Thomas's-road, being about to utilise his land for building, offered to the Vestry to set his fence back upon his own land and to dedicate 13ft. in width of his lands with a view to increase the breadth of St. Thomas's-road from 27ft. to 40ft., making it a condition that the Vestry should kerb the same at a cost of £42. The Vestry accepted this offer, and Thornton set back his fence and dedicated the strip. The Vestry then laid out and kerbed a footpath of 7ft. in width upon the southern side of the strip, but left it unpaved. The remaining 6ft., forming the northern side of the strip, they metalled and paved as a carriage-way uniform with the then existing carriage-way of St. Thomas's-road, charging the expenses on the general rates, and they have since kept and are bound to keep it in repair as though it were a part of the old carriage-way. There was thus left the 7ft. of the new footpath. The Vestry, having added the 6ft. to the old carriage-way, left the newly formed and unpaved footpath to be dealt with thereafter. In 1893, houses having then been built on the southern side of the new footpath so as to give it the character of a new street, the Vestry determined to pave it under section 105, and

they took proceedings to do so. There was then nothing left unpaved which the Vestry could call on the adjoining owners to pave except this footpath, the boundaries of which then were on the south the newly erected houses, and on the north the newly dedicated and paved ft. of carriage-way, the soil of which was still owned by Thornton, though it was not capable of beneficial use. On the 4th of July, 1894, the Vestry passed a resolution that St. Thomas's-road footpath, south side, being a new street, was not paved to their satisfaction, and that it was necessary that it should be so paved, and they ordered that the street should be so paved under the provisions of the Acts, and that the estimated cost of the paving should be apportioned on the owners of the houses or land abutting upon or bounding the said street. In that apportionment the Vestry apportioned on the appellant, as the owner of the houses Nos. 15 and 16, the sum of £7 4s. 6d. as his share of the expenses. The appellant refused to pay this sum, upon the ground that those houses abutted only on St. Thomas's-road and not upon the new street mentioned in the resolution, and that St. Thomas's-road, having been already paved, was no longer a new street at all, and so he was not liable. To enforce such payment the Vestry preferred a complaint against the appellant that he had neglected to pay the amount charged upon him as owner of houses forming, bounding, or abutting on a "new street or way known as St. Thomas's-road." The magistrate held that the appellant was liable, and hence this appeal. For the appellant it was urged that the District Board having in 1870 fully exercised its powers under section 105 over the whole of the then St. Thomas's-road, and compelled contribution for the expenses from the individual owners of the houses adjoining, neither they nor the Vestry (their successors) had from that time any legal authority again to charge such owners individually with the cost of any new pavement, repairs, maintenance, or improvements of that which had once been done to their satisfaction.

THE COURT (HAWKINS and VAUGHAN WILLIAMS, JJ.) held that, looking to the resolution of the Vestry of July, 1894, what the Vestry ordered to be paved was the footpath of St. Thomas's-road, south side, being a "new street," and that the expenses should be apportioned on the owners abutting or abounding upon the "said street"; that, as in 1870 the whole breadth of the then St. Thomas's-road had been completely paved as contemplated by section 105, St. Thomas's-road as it then existed had at that time ceased to be a new street; that, that being so, the Vestry had no jurisdiction by statute or otherwise, at their own will or by resolution, to convert St. Thomas's-road again into a new street, or to add new obligations on the adjoining owners to those which they had long since already fulfilled; and that, as the appellant's houses in respect of which he was now sought to be charged did not abut on the "new street"—that is, on the new footpath—he could not be charged with the expenses of paving the same. Appeal allowed.—COUNSEL, *Edmondson*; Channell, Q.C., and Macaskie. SOLICITORS, C. Everett; T. Blanco White.

[Reported by Sir SHEPHERD BAKER, Bart., Barrister-at-Law.]

Solicitors' Cases.

Re A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY—22nd April.

SOLICITOR—PARTNERSHIP WITH UNQUALIFIED PERSON—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 32.

Motion to strike a solicitor off the rolls. Complaints had been made by several persons that the business of the respondent had in fact been carried on by Gillard, an unqualified person, with the respondent's consent. The committee of the Incorporated Law Society reported that the business was carried on in the City of London and at Clapham by Gillard in the name of the respondent, and that Gillard was not the servant or clerk of the respondent, but that they were partners, and the business was carried on for their joint benefit. The respondent alleged that the arrangement was that he should pay Gillard a weekly salary, and that while he had been confined to his house from illness Gillard had managed part of his business for him. No entry in any book relating to the payment of salary to Gillard was produced. The committee found that the respondent had committed an offence under section 32 of the Solicitors Act, 1843. That section provides that "if any attorney or solicitor shall wilfully and knowingly . . . permit or suffer his name to be anyways made use of in any such action, suit, or matter upon the account or for the profit of any unqualified person, or send any process to such unqualified person, or do any other act thereby to enable such unqualified person to appear, act, or practise in any respect as an attorney or solicitor in any suit at law or in equity, knowing such person not to be duly qualified as aforesaid, and complaint shall be made, &c., such attorney or solicitor shall and may be struck off the roll." On behalf of the solicitor it was argued that payment of the unqualified person by a share of the profits instead of by salary was not a breach of the Act, and that even if there were a partnership it was no offence, the business not being carried on for the sole profit of the unqualified person. *Tench v. Roberts* (6 Mad. 145) was cited *contra*.

THE COURT (POLLOCK, B., and DAY, J.) ordered that the respondent should be struck off the rolls.—COUNSEL, *Hollans*; Jeff, Q.C., and Lyndon Bell.

[Reported by T. R. C. DILL, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

April 21—GEORGE WILLIAM HICKSON (Nottingham).
April 21—WILLIAM SWANN FISHER (Dartford and Bexley).
April 21—JOHN ARTHUR HALAS (Hammersmith).
April 22—WILLIAM WILKINS (17, St. Swithin's-lane, London).

LAW SOCIETIES.

MEETING OF THE BAR.

The annual general meeting of the bar was held on Tuesday, in the Old Hall, Lincoln's-inn. The Attorney-General, who occupied the chair, in opening the proceedings, congratulated the profession and the Council of the Bar on the new position and status which the bar had attained by the establishment of the Bar Council on a permanent footing, and with the concurrence and support of the four Inns of Court. There was ample work for the Council of the Bar to do in the future, and he hoped it would proceed with caution, and not be too anxious to bring itself before the public. He presented the thirteenth annual statement, which was taken as read.

Mr. Cozens-Hardy, Q.C., M.P., moved a vote of thanks to Mr. Lofthouse for the great services rendered by him as hon. secretary of the Bar Committee from its formation in 1884 until the present time, and spoke in terms of the warmest praise of Mr. Lofthouse's services. Sir Edward Clarke, in seconding the vote of thanks, also bore testimony to the indebtedness of the bar to that gentleman. The vote of thanks was passed unanimously.

Mr. Lofthouse having acknowledged the compliment which had been paid to him, the meeting proceeded to the election of auditors and other business of a formal character, and the proceedings concluded with a vote of thanks to the Attorney-General.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

MANCHESTER LAW STUDENTS' SOCIETY.—March 24.—Mr. R. A. Edgar in the chair.—There was a large attendance of members. On the motion of the secretary it was resolved "that the society make a grant out of its funds of not exceeding £40 for the purpose of forming the nucleus of a students' library." The following was the subject for debate: "A instructs B (an auctioneer) to sell certain goods for him. B believes, and has every reason to believe, that the goods are A's, and accordingly, in the ordinary course of his business, sells them by public auction, and, after deducting his commission, hands over the proceeds to A; as a matter of fact the goods are C's. Is B liable to C for an action of conversion?" Mr. H. D. Judson opened for the affirmative, Mr. F. Preston replied; and there also spoke Messrs. Cyril Atkinson, E. C. Pearson, F. W. Watson, and C. R. Allen, for the affirmative; and Messrs. F. S. Oppenheim, J. D. Pennington, A. Richardson, J. Hurst, and J. Alcock, for the negative. Mr. R. A. Edgar summed up the debate, and the meeting unanimously decided that the auctioneer would be liable for conversion if he delivered the goods, and by a majority of five that no action on conversion would lie if there was no delivery.

April 10.—The annual "mock trial" was held in the Assize Courts. The "debate" is usually grounded on one of the important actions of the year which best lend themselves to burlesque, and the recent *Matrimonial Swindle* case was made the ground of an entirely new trial. Damages were claimed by Mr. Green-Horne, a member of the council of the borough of "Sludge-pudge on the Canal," from Mr. Swindler, naturally of various addresses, for breach of contract. Mr. E. W. Jordan (barrister) was elevated to the bench for the occasion under the title of Sir Abel Seithro Brickwall, and, after he had received the congratulations of the bar and a crowded court, the trial was proceeded with. Leading counsel for the plaintiff was Sir F. E. G. O'Fleese, Q.C., M.P. (Mr. F. W. Watson), and for the defendant Mr. Garry Shee, Q.C. (Mr. F. S. Oppenheim). Mr. A. Somers was foreman of the jury. Evidence was taken at considerable length, the principal witnesses for the complainant being the Rev. D. Flat, a very minor canon (Mr. H. D. Simpson), and Mr. Money Hunter, a reduced barrister (Mr. J. Hurst). Mr. Swindler was examined in support of his case, and his view of the matter was strengthened by the evidence of Mr. Bill Sloger (Mr. C. A. Muirhead) and Miss Sarah Flint, one of the "lady" clients of the new Marriage Association (Mr. A. Somers). All the evidence had a very direct bearing on the points at issue, and the judge was particularly clear and impartial in his summing up. Order was thoroughly maintained amongst a judicious audience by specially appointed "ushers and policemen."

LEGAL NEWS.

APPOINTMENTS.

LORD RATHMORE (late Mr. David Plunket) has been elected a Bencher of the Honourable Society of Lincoln's-inn.

MR. DAVID LINDO ALEXANDER, Q.C., has been elected a Bencher of the Honourable Society of Lincoln's-inn, in succession to the late Mr. Bidder, Q.C.

INFORMATION WANTED.

TO SOLICITORS AND OTHERS.—£5 Reward.—Wanted, the Will of HENRY EDWARD WRIGHT, late of 23, Jamaica-street, Stepney, and 27, Hoxton-road, Kilburn, deceased. Apply to Kennedy, Hughes, & Kennedy, solicitors, 1, Clement's-inn, Strand, W.C.

GENERAL.

Mr. Justice Stirling has announced that the council of judges which had been fixed for the 27th inst. would not be held on that day, but on the 29th inst.; his lordship would, therefore, take chamber summonses as usual on Monday, the 27th inst., and sit in court on Tuesday, the 28th inst.

The *Times* says that at the meeting of the judges on Tuesday last it was arranged that after the close of the Easter Sittings the cases entered in the Commercial List should be dealt with by Mr. Justice Collins and Mr. Justice Kennedy.

Lord Justice Lindley presided over a meeting of the sub-committee of the Rule Committee of the Judges, which was held on Saturday morning, when there were present, in addition, Lord Justice Kay, Mr. Snow, and Mr. W. Wills.

The testimonial to Mr. Cecil Russell, subscribed for by members of the bar in recognition of his services in connection with the Inns of Court Rifle Volunteers, was to be presented to him by Sir Richard Webster, in Lincoln's-inn Hall, on Saturday at 2.30.

At the Liverpool Assizes on Wednesday, before Mr. Justice Grantham, the cause list consisted of three special, one common, and two non-jury cases. The learned judge remarked that the assizes were held and the jurors summoned at the desire of the solicitors of Liverpool, and that now, when they were assembled, there was no work for them to do.

The *Athenaeum* says that the library of the late Lord Coleridge, which Messrs. Sotheby, Wilkinson, & Hodge will sell on the 4th of May and the four following days, is interesting and varied for a "law lord." There is a fine and perfect copy of Purchas's "Hakluytus Posthumus, or Purchas his Pilgrims," 1625-26, with an exceedingly curious inscription on the frontispiece; the copy of Sandys's "Paraphrase upon the Divine Poems," 1638, which belonged to James, Duke of York (afterwards James II.); Sir Henry Savile's copy of Sir Thomas More's "Workes," 1557, and many other important books.

At the House of Commons on Tuesday Mr. Wolff, M.P., and Sir James H. Halet, M.P., introduced to the President of the Board of Trade a deputation, which included Sir William Ewart, M. R. McCrum, and Mr. R. Thompson, from the Belfast Chamber of Commerce, on the subject of the Companies Acts Amendment Bill. It is stated that the object of the deputation was to urge the objection which was felt to the publishing and lodging with the registrar of the balance-sheets of what were known to be private companies—those which had not appealed to the public for subscriptions. Mr. Ritchie, in reply, said that he would carefully consider the point.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

NOTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, April	Mr. Pugh	Mr. Leach	Mr. Clowes
Tuesday	Beal	Godfrey	Jackson
Wednesday	Pugh	Leach	Clowes
Thursday	Beal	Godfrey	Jackson
Friday, May	Pugh	Leach	Clowes
Saturday	Beal	Godfrey	Jackson
	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.
Monday, April	Mr. Lavis	Mr. Farmer	Mr. Pemberton
Tuesday	Carrington	Bolt	Ward
Wednesday	Lavis	Farmer	Pemberton
Thursday	Carrington	Bolt	Ward
Friday, May	Lavis	Farmer	Pemberton
Saturday	Carrington	Bolt	Ward

COURT OF APPEAL.

EASTER SITTINGS, 1896.

(Continued from page 426.)

FROM THE CHANCERY DIVISION.

(Final List.)

1896.

- In re The Lands Securities Co ld & Co's Acts, 1862 to 1890 app of Alfred Farquhar (contributory) from order of Mr Justice Vaughan Williams, dated Feb 20, 1896 March 9
- Pneumatic Tyre Co ld v Casswell app of debt from order of Mr Justice Kekewich, dated Feb 19, 1896 March 9
- In re T Wainwright Wainwright v Hodgson app of plt and C Wainwright, widow, from order of Mr Justice North, dated Feb 5, 1896 March 12
- In re Hiscoe Hiscoe v Waite app of Thomas Hiscoe from order of Mr Justice Kekewich, dated Feb 29, 1896 Order not perfected March 13
- In re The Vendor & Purchasers' Act, 1894, and in re Stuart & Olivant & Seadon's Contract app of Charles Seadon from order of Mr Justice Stirling, dated March 10, 1896 March 13
- M E M Watkins (petnr) v W T P Watkins (respt) Divorce app of respt from order of the president, dated Jan 27, 1896 March 17
- In re the International Commercial Co ld & Co's Acts, 1862 to 1890 app

of John Oakden Swift from order of Mr Justice Romer, dated March 9, 1896 March 18

- In re The Kingston Cotton Mill Co ld & Co's Acts app of Benjamin Pickering & anr from order of Mr Justice Vaughan Williams, dated Dec 18, 1895 March 20
- In re the Army and Navy Co-operative Breweries ld and Co's Act, 1862 app of the Army and Navy Co-operative Breweries ld from order of Mr Justice Vaughan Williams, dated Feb 14, 1896 order not perfected March 21
- In re Worrall Worrall v Shoesmith app of plt from order of Mr Justice Kekewich, dated Feb 12, 1896 March 24
- R R H Ward, one, &c app of R H Ward from order of Mr Justice North, dated March 13, 1896 March 24
- Knight v Simmonds app of debt from order of Mr Justice Romer, dated Feb 22, 1896 order not perfected March 25
- Etherington v Big Blow Gold Mines, ld app of debt, N J H Schotborgh from order of Mr Justice Kekewich, dated Feb 14, 1896 March 25
- In re Macduff Macduff v Macduff app of Attorney-Gen from order of Mr Justice Stirling, dated Feb 25, 1896 March 25
- Lee v Campbell (Probate) app of plt from order of the President, dated March 23, 1896 (or in alternative from order of Lord Justice Lopes, dated Oct 29, 1895) March 18
- In re The Yurnari Co, ld, & Co's Acts app of Alfred Goort from order of Mr Justice Vaughan Williams, dated Jan 30, 1896 April
- In re Clayton's Estate, &c, and Midland Ry, &c, Act, 1839 app of the petnr, Charles Booth, from order of Mr Justice Kekewich, dated March 7, 1896 order not perfected April 1
- In re Carew Carew v Carew app of B L Carew & ors from order of Mr Justice Stirling, dated Jan 15, 1896 April 1
- Staples v Eastman Photographic, &c, Co app of G C Cathcart & anr from order of Mr Justice Chitty, dated Feb 21, 1896 April 1
- In re The Trade Mark No 58,405 & Patents Designs, &c Acts, 1883 to 1888 app of John Rosetree from order of Mr Justice Kekewich, dated March 31, 1896 order not perfected April 1
- Carter v Dove (Probate) app of dfts from order of Mr Justice Mathew, dated March 21, 1896 April 1
- In re Hardaway & Marshall's Contract & V & P Act, 1874 app of H Hardaway from order of Mr Justice North, dated March 24, 1896 order not perfected April 2

FROM THE COUNTY PALATINE COURT OF LANCASTER.

- In re an Application, No 108,425 in Class 23 of John Dewhurst & Sons ld and Patent, Designs, &c, Act appl of Comptroller-General of Patents, Designs, and Trade-Marks from order of Vice-Chancellor of County Palatine of Lancaster, dated Jan 13, 1896 Feb 4

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

- In re A E Fenton, gent (one, &c) appl of M Cathcart, in person, from order of Mr Justice Stirling, dated Nov 14, 1895 (s o for security for costs)
- Grey v Curtice appl of debt H Curtice from order of Mr Justice Kekewich, dated March 16, 1896
- In re T W Baylis (one, &c) appl of respt from order of Mr Justice Chitty, dated March 18, 1896 (order not perfected) March 30

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1896.

- Freeman v Singleton appln of plt for judgt or new trial on app from verdict and judgt, dated March 10, 1896, at trial before Mr Justice Day and common jury, Middlesex March 18
- Willson & anr v Love & ors appln of plts for judgt or new trial on app from verdict and judgt, dated Feb 29, 1896, at trial before Mr Justice Collins and special jury, Durham March 19
- Wiener v The Wurttemberg Metal Ware Factory & ors appln of the debt Co for judgt or new trial on app from verdict and judgt, dated March 12, 1896, at trial before Mr Justice Hawkins and special jury, Middlesex March 19
- De Chastelain v Copping appln of debts for judgt or new trial on app from verdict and judgt, dated March 7, 1896, at trial before Mr Justice Day and common jury, Middlesex March 19
- Bell v Fortescue appln of debt for judgt or new trial on app from verdict & judgt, dated March 13, 1896, at trial before Mr Justice Day and common jury, Middlesex March 26
- Staniland v Smallwood appln of plt for judgt or new trial on app from verdict, &c, dated March 20, 1896, at trial before Mr Justice Wright and special jury, Birmingham March 27
- Atkins v Smallwood appln of plt from judgt or new trial on app from verdict & judgt, dated March 20, 1896, at trial before Mr Justice Wright and special jury, Birmingham March 27
- Dent v Kilby & anr appln of debts for judgt or new trial on app from verdict & judgt, dated Feb 19, 1896, at trial before Mr Justice Grantham and common jury, Cheltenham March 28
- Harris v Brandon & anr appln of debts for judgt or new trial on app from verdict & judgt, dated March 26, 1896, at trial before Mr Justice Hawkins and special jury, Middlesex March 28
- Seaman v Ward app of plt for judgt or new trial on app from verdict and judgt, dated March 20, 1896, at trial before Mr Justice Grantham and common jury, Middlesex March 28
- Bingley v Yorkshire Banking Co, ld app of debt for judgment or new trial on app from verdict and judgt, dated March 20, 1896, at trial before

Mr Justice Lawrence and special jury, Middlesex (s o till further order) March 30
 Kiteon v Playfair app of deft for judgt or new trial on app from verdict and judgt, dated March 27, 1896, at trial before Mr Justice Hawkins and special jury, Middlesex April 1
 Dickey v Saxelby & anr app of plt for judgt or new trial on app from verdict and judgt, dated March 11, 1896, at trial before Mr Justice Day and common jury April 1

FROM THE QUEEN'S BENCH DIVISION.
 (Interlocutory List.)

1895.
 Hood Barrs v Cathcart appl of deft in person from order of Mr Justice Hawkins, dated Sept 30, 1895 (security ordered) Oct 7
 Norman v Cathcart appl of deft in person from order of Mr Justice Hawkins, dated Sept 30, 1895 (security ordered) Oct 7
 Deakin v The Salt Union, ld app of defts from judgt of Justices Wills & Wright, dated March 4, 1896 March 11
 The Emerald—1895—Fol 201 Owners of Comet & ors v Owners of ss Emerald (Admiralty) app of plts from order of the President, dated March 6, 1896 (April 27) March 17
 The Greta Holme—1895—Fols 102 & 127 Owners of No 7 Steam Sand Pump Dredger & ors v Owners of the ss Greta Holme (Admiralty) app of plts from order of the President, dated March 17, 1896 (April 27) March 21
 Mulkern v Pilbrow app of deft from order of Mr Justice Cave, dated March 18, 1896 March 23
 Kinsam v Link app of plt from order of Mr Justice Cave, dated March 23, 1896 March 25
 Dombay & Son ld v Lowles app of J Lowles from order of Mr Justice Cave, dated March 25, 1896 March 28
 Wilfred, Head, & Co ld v Roy app of plts from order of Mr Justice Cave, dated March 27, 1896 March 31
 In re S F Still & E R Still app of R Chapman from order of Justices Day & Wright, dated March 30, 1896 April 2
 Bevan v Chambers app of plt from order of Justices Day & Wright, dated March 24, 1896 April 2
 Blaker v Seager app of deft from order of Mr Justice Hawkins, dated March 21, at trial of issue with special jury, Middlesex April 2
 N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to April 2, 1896, inclusive.

HIGH COURT OF JUSTICE.
 CHANCERY DIVISION.

EASTER SITTINGS, 1896.

Before Mr. Justice CHITTY.
 Causes for Trial (with witnesses).
 In re Trade-Mark No 180,437 of Monk's Hall & Co ld and Opposition thereto of C Fane, &c motn ordered to go into Witness List
 Andrews v Bond act
 Sewell v Joint Stock Institute ld act
 Tyler v Provand act
 Friedwald v Strauss act
 Yates v Yates act
 In re Besumont Oliveira v Lane act
 In re Letters Patent, 1887, No 17,581, granted to O E Lewis and A Strickler and Patents, &c, Acta petn ordered to go into Witness List
 Douglas v Pentach's Patent Lighting Co ld act
 Waterhouse v Brownbill act
 Viscount Hood v Addington act
 In re Weimers ld & Co's Acts, 1862 & 1867 motn ordered to go into Witness List
 Lopes, Bart v Corpn of Plymouth act
 In re King, Stringer v King act
 Hayward v Hayward act
 Blackmore v Bagust act (pleadings to be delivered)
 Causes for Trial (without witnesses).
 In re Gonne Gonne v Gonne adj sums (not before May 1)
 In re Strauss Welley v Strauss adj sums
 In re Lart Wilkinson v Blades adj sums
 In re Thornton & Croft's Estate Wharton v Croft and West adj sums
 In re Bowen Bradley v Bowen adj sums
 In re Elliot Kelly v Elliot adj sums

In re Earl of Devon White v Earl of Devon adj sums
 In re Topham Topham v Willett adj sums
 In re Brockett Chamberlayne v Meryon adj sums
 In re Horner Fooks v Horner adj sums
 In re Bonnin Bonnin v Bonnin adj sums
 Gilbert v Russell adj sums
 In re White Langridge v Langridge adj sums
 In re Amphlett Bridge v Pitt Taylor adj sums
 In re Clarke's Estate adj sums
 In re Thorold Thorold v Thorold adj sums
 Debenture Corpn ld v O de Murrieta & Co ld adj sums
 Clarson v Alldritt adj sums
 In re Vickers Strange v Phenna adj sums
 In re Strutt Strutt v Irwin adj sums
 In re Short Coates v Ward adj sums
 In re Bowater & Lands Clauses, &c Act adj sums
 In re Back Jose v Page adj sums
 In re E Thompson Griffith v Thompson adj sums
 In re Smith, Hudson v Daniel adj sums
 In re Daniell Daniell v Daniell adj sums
 In re Turner Spencer v Dawson adj sums
 In re Webb Thrupp v Webb adj sums
 In re Garnett Garnett v Wrigley adj sums
 Smith v Turnbull (1884—T—1191) adj sums

Smith v Turnbull (1884—T—1200) adj sums
 In re Pearson Pearson v Pearson (plts) adj sums
 In re Same Same v Same (S B Gardner) adj sums
 Westwood, Baillie & Co v Equitable Debenture and Assets Corpn ld (R. A. Baillie & anr) adj sums
 Same v Same (Equitable Debenture, &c, ld) adj sums
 In re Clark Clark v Foster adj sums
 In re Houstoun Sparks v Hatchell adj sums
 Smith v Marsden act
 In re Langmore Gregson v Langmore adj sums
 In re Mann Wilkinson v Mann adj sums
 In re Allen Adcock v Evans adj sums
 In re Austin Collins v Chandler adj sums
 In re Holland Hardy v Brine adj sums
 In re Snow In re Meyer Hunt v Tims adj sums
 In re Jackson Upward v Upward adj sums
 Dibbins v Dibbins act
 In re Castle & Married Women's Property Act, 1882 adj sums
 The Equitable Securities Co v Greenfell adj sums
 In re Honeywood Wellington College v Honeywood act & m f j
 In re Pope Church v Pope adj sums
 In re Viscount Clifden Clifden v Annaly adj sums
 In re Lord Howard's Settled Estates adj sums
 In re Gill Smith v Smith adj sums
 In re Poppleton & Jones' Contract & V & P Act, 1874 adj sums
 In re Brewer Morton v Blackmore adj sums
 In re Banks Winch v Banks adj sums
 Prowse v Page act set down by order
 Cavendish v Philipps adj sums
 In re Harper & Battcock, solrs, &c adj sums
 In re Earl of Devon's Settled Estates White v Earl of Devon adj sums
 In re Mistle Thorpe & Walton Ry Co, &c adj sums
 In re Steer Steer v Dobell adj sums
 In re Sir Joseph Paxton's Estate adj sums
 Hemans v W. W. Smith & Co, ld adj sums
 In re Hodson Horne v Hodson adj sums

Further Considerations.
 In re Hardy Trustee of Property of W. A. Hardy, &c v Hardy fur con and two adj sums

Before Mr. Justice NORTH.
 Causes for trial (without witnesses).
 Prout v Cock act (s o leave to amend)
 Richards v Overseers of the Poor of the Parish of Kidderminster motn ordered to go into Non-witness List
 Richards v The Mayor, Aldermen, &c, of the Borough of Kidderminster motn ordered to go into Non-witness List
 In re Kett Holloway v Canterbury m f j
 Winner v Winner act and m f j
 In re Jones Weaver v Carseley adj sums entered as Non-wits act
 Garreau v Rosenberg m f j

Adjourned Summonses.
 In re Whiche Palmer v Whiche (pltf s o pending hearing of pltf's sums)
 In re Same Same v Same (deflt s o pending hearing of pltf's sums)
 In re Price Price v Price
 In re Searancke Simonds v Huntingdon
 In re Lapraik Lapraik v Lapraik
 In re E Cooper Cooper v Cooper
 In re G Cooper Wollen v Cooper
 In re Nelson Nelson v Winder
 In re Smith Johnson v Punchard
 In re Pickett Evans v Pickett two adj sums
 In re Noble Wilkinson v Arnold
 In re Robinson Robinson v Robinson
 In re Tomkins Williams v Sealy
 In re Cope Pulleyne v Linwood
 In re Moreton Moreton v Moreton
 Stead v Harper
 In re Fowle Fowle v Hartland
 Stretton v Colton
 In re McConnell Banister v Murray
 In re R Hugh Gibson v Hugh
 In re Pemberton Coslett v Ryland
 In re Pope Pope v Pope
 Gregory v Mitchell (to come on with petn)
 In re Merlin Thurburn v Merlin
 In re Green Holding v Green
 In re Samuda Glover v Bowen
 University Life Assce Soc v Piers
 In re Bartholomew's Trustees and the Wombwell Urban District Councils & V & P Act, 1874

Further Considerations.
 In re Miller Miller v Miller fur con
 Briggs v Goulborn fur con (short)

Before Mr. Justice STIRLING.
 Causes for Trial (with witnesses).
 The Tonbridge Urban District Council v Punnett act
 Peebles v Crosthwaite act
 Wash v Townsend act
 In re Fenwick Fenwick v Douglas act & m f j
 Wynne v Rising act
 Rowcliffe & Rowcliffe & Hilton ld v Siddall act
 Stevens v Warrall act
 In re Maunsell Dorrington v Richardson act
 Westmoreland v Carlisle Cocoa and Coffee House Co, ld act without pleadings April 15
 Fox v Wright act
 Thompson v Miller act
 James v Walters act
 Fenny Stratford Town Hall Co ld v Payne act
 Pneumatic Tyre Co, ld v Friwell & Co, ld act
 Same Co v East London Rubber Co act
 Levy v Davis act & counter-claim
 Jones v Williams act
 Truman v Taylor act
 Howe v Carlisle Model Building Soc No 1 act
 Lowe v Sanders act

Causes for Trial (without witnesses) and Adjourned Summonses.
 Dalton v Fitzgerald adj sums (not before evidence complete)
 In re Moody Cowan v Moody adj sums
 In re The Herbage Rents Charity, Greenwich adj sums
 In re Buller Buller v Gibberne adj sums
 In re Loftus Otway Otway v Beamish adj sums
 In re Addison, Lees & Spillbury's Contract & V & P Act, 1874 adj sums

In re Woodcock Blunt v Johnson
adjd summs
Riddell v Dresser act
In re Macfarlane Millburn v Cocks
adjd summs
In re The Land & Trust Co of
Florida, Id Parker v The Land
& Trust Co, &c adjd summs
In re Ennor Etridge v Julian adjd
summs
In re Ellison Wright v Ellison
adjd summs
Battison v Hobson two adjd summs,
dated July 25, 1895, & January
30, 1896
In re N P Williamson Williamson
v Williamson adjd summs
In re Ownsworth Ownsworth v
Ownsworth adjd summs
In re Humbley Wilkinson v
Stamper adjd summs
In re Dudgeon Truman v Pope
adjd summs
In re Hallings Tatham v Hastings
adjd summs
In re Wilson Trevor v Scott adjd
summs
In re Pearson & Marshall's Contract
and V & P Act, 1874 adjd
summs
In re Duignan & Elliott, solors, &c,
adjd summs
In re Caws Caws v Caws adjd
summs
Expte Rector of St George, Blooms-
bury adjd summs
In re the Manchester & Milford Ry
Co adjd summs
Shaw's Linfit v Lane Coal Co Id
act (April 15)
In re the Mersey Ry Co & the Mer-
sey Ry Co's Act, 1867 & the
Mersey Ry Acts three adjd summs
dated Aug 9, 1894, Jan 10 and
Feb 27, 1896
In re Birkin Bohm v Birkin adjd
summs
Letchford v Harris motn for judgt
(short)

Further Considerations.
The Fore St Warehouse Co Id v A
Dickson & Co Id fur con
In re Beaumont Beaman v Sutton
fur con & adjd summs

Before Mr. Justice KEEWICH.
Causes for Trial (with witnesses).
Poulett v Meyrick issue for trial
set down by order dated Jan 21
1896
Poulett & ore v Meyrick issue for
trial set down by order, dated
Jan 21, 1896
Daniels v Dodds act
In re Gumbley Biggins v Gumbley
act
Gardner v Bell act and counter-
claim
Murray v Sitwell act & m f j
Cheshire v Hunter act
De la Rouchefoucauld v Boustead
act
Grey v Curcio act
Campbell v Sheward act

Cause for Trial (without witnesses).
National Provident Institution v
National Provident Insee Co, Id
m f j (short)

Adjourned Summonses.
Polson v Polson adjd summs wits
In re J Turner Poole v Turner
adjd summs
Griffiths v Grimes adjd summs
In re Russell Russell v Johnson
adjd summs pt hd
In re Ryke Stanley v Stanley adjd
summs
In re J W Dore Dore v Dore adjd
summs
Mellor v Anderton adjd summs

In re Broughton Broughton v
Barry adjd summs
Yellowley v Burgh adjd summs
In re Hill's Settled Estates & Settled
Land Acts adjd summs
In re Coad Coad v Coad adjd summs
In re Stanley Welby v Sutton
adjd summs
In re Ward Ward v Snell adjd
summs
In re Piper & Ramsden's Contracts
& V & P Act, 1874 adjd summs
In re Richardson Turner v Richard-
son adjd summs
In re Birch Powell v Forde adjd
summs
In re Batten Batten v Batten adjd
summs
In re Loudon Stringfellow v Allen
adjd summs
Action Gesellschaft fur Cartonna-
gen Industrie v Schroeder adjd
summs
Cohen v Parker adjd summs
In re Bedford Hall v Hall adjd
summs
In re Newell Newell v Newell
(account) adjd summs In re
Newell Newell v Newell adjd
summs April 15
Further Considerations.
Forbes v D W Forbes & Co, Id fur
con
In re Roberts Monk v Roberts fur
con
Simmonds v Whealey fur con

Before Mr. Justice VAUGHAN
WILLIAMS.
(Sitting as an additional Judge of
Chancery Division.)
Companies (Winding-up).

Petitions.
Joseph Bull Sons & Co Id (petn of
M T Shaw & Co)
Glamorgan Central Permanent
Benefit Building Soc (petn of the
Co)
Industrial Securities Investment
Co, Id (petn of E A Hamblyn)
Bidaes Railway and Mines Id (petn
of F Thorn)
Woolley Coal Co Id (Yorkshire
Banking Co Id)
Dawe & Co, Id (petn of A Wit-
church)
Baylis, Gilles & Co, Id (Bischoff &
Rodatz)
Candelaria Waterworks & Milling
Co Id (petn of J L Whelen &
anr)
Eastern Counties Bacon Factory Id
(petn of Lalor and Kindersley)
Otis Steel Co, Id (petn of Laura
Relton)
G & S Bracknell Id (ptn of the
Continental Bottle Co)
South Kent Water Co (ptn of James
Oakes & Co)
Felbridge Steamship Co Id (petn
of Wallsend Pontoon Co Id)
New Park of Mines (petn of Francis
William Mitchell)
Lingfield Steamship Co Id (petn of
Alphonse Denis and anr)
Carlaham Spirit Co Id (petn of C
de Murrieta & Co)
Marriage, Neave & Co Id (petn of
L M Rumford and anr)
Union Mortgage, Banking & Trust
Co Id (petn of William Shaw)
Artistic Supply Co Id (petn of B
Dellagana & Co Id)
London Banking Corp Id (petn of
New Land Development Assoc Id)
Caxton Printing and Publishing Co
Id (petn of J C Mathieson & Sons)
Brewery Joint Stock Syndicate Id
(petn of Samuel Frederick Jones
and anr)
Daniell Marshall Id (petn of the Co)
Joseph Westwood & Co Id (petn of
Moreton Cox Bros)

Alliance Contracting Co Id (petn of
Simon Joseph)

Chancery Division.
Tipton Most Colliery Id & reduced
(ptn of Co)
Societe Vinicole de Turquie Id (ptn
of Co and shareholders to rescind
resolutions)
Elmore's Patent Copper Depositing
Co Id and reduced (petn of the
Co)

Court Summonses.
Companies (Winding-up).
Lyric Club Id (to set aside proofs)
Alkaline Reduction Synd Id (settle
list of contributories)
Lands Allotment Co Id (taxation
of bill)
A Salomon & Co Id (remove name
from list)
Amador Gold Mine Id (to dismiss
summs dated May 21, 1894)
General Phosphate Corp Id (for
payment)
Hemp Yarn & Cordage Co Id (for
discovery)
General Credit Co, Id (to appoint
new Liquidator)
Lands Allotments Co Id (to vary
certificate of costs)
London & Colonial Finance Corp
Id (for declaration as to mis-
feasance)
City of Chicago Grain Elevators Id
(for an order to execute release of
mortgage)
Veuve Monnier et Fils Id (to vary
list of contributories)
Same (same)
Panther Lead Co Id (to determine
question as to proof of debt)
Welsh Manufacturing & Wool
Stapling Co Id (to vary list of
contributories)
South African Trust & Finance Co
Id (for leave to set down question
of law)
London & Colonial Finance Corp
Id (to dispense with or postpone
cross-exmn)

Chancery Division.
Stubber v T Daniel & Co Id (for
sale)
Same v Same (for leave to cross-
examine)
Same v Same (declare dividend)
Same v Same (for discovery)

Before Mr. Justice ROMER.
Causes for Trial (with witnesses).
Transferred by Order, dated 27th
Feb., 1896.

The Cumberland Union Banking
Co Id v Trustees of Property of E
Sweetapple, &c act, counter-
claim & m f j
Mackenzie v Holt act
Stephens v Ford act
In re the Globe Block Gold Mining
Co Id motn ordered to go into
Witness List (Dec 4, 1895)
Bacon v Hillier act set down by
ord
In re The Globe Blocks Gold
Mining Co, Id motn ordered to
go into Witness List (December
6, 1895)
Giddie v Devenish act
McKeown v Joint Stock Institute,
Id act
Russell v Hayward act
In re Blackburn Blackburn v Black-
burn adjd summs ordered to go
into Witness List
Southern v Municipal Appliances
Co, Id act & m f j
Turner v Tinkler act
Donaldson v Parker act set down
before pleadings delivered by
order

Stone v Hance act
Perkins v J H Knight & Sons act
Avery v Orton act & m f j
Mercier v Hutchings act
Windschuegl v Hedley, junr act
Handford v East End Dwellings
Co, Id act
Fitch v Freeman Freeman v Fitch
acts (consolidated)
In re Furnidge Furnidge v Kemp
act & m f j (not before May 1)
In re Honeywood Fraser v Rayer
act & m f j
In re Graham Graham v Wynne
act & m f j
Moor v Walls act
Warren v Taylor act
Bueche v National Insurance, &c Id
act
Callender v Callender m f j
Perry v Societe des Lunetiers act
Pegg v Corp of British Investors
Id act
Warre v Croft act
Wacogne v Halse act
Kent v Fortis Powder & Explosives
Co Id act
Prudential Deposit Bank Id v Oxen-
den act
Hilliam v Dearden act & counter-
claim
Evans v Smith act
White v Brown act
Barker v Attwood act
Loveluck v Vincent act (Exeter
D R)
Essex v Jay act
Cumberland v Bath Brewery Id act
and counterclaim
In re Watson Watson v Watson
act & counter-claim
Singleton v Rains act
Miller v Foot act
Fearnside v Baines act
Licenses Insurance Corp &c, Id v
Lawson act
Rowland v Mitchell act
Sprange v Cousins act
Harries v Bourne & Grant act
Salaman v Gooch act
In re French Colston v Bull act
Graham v Willford act
Actien Gesellschaft fur Cartonnagen
Industrie v Schroeder act
Oliver v Thornley & Co act with-
out pleadings
Protheroe v Protheroe act
Incandescent Gas Light Co Id v
Hughes act
Moore v Bartlett act
Trustee of Property of H J Calcutt,
&c v Calcutt act
Grange v Bromley act & m f j
Smith v Jones act
In re Williams Williams v White
act
Willett v Newton act
Reneau v Mundy act & m f j
In re Wood Attorney-Gen v And-
erson act
Reid v Reid act
Borisow v Borisow act & m f j
Moon v Gregory act
In re Coundley Coundley v Silk
act
Incandescent Gas Light Co Id v
Hutter act
Trotter v McCarthy act & m f j
Filby v Hounsell act
Bill v Board act
Goodwin v Essex act
Evans v Priddy act
Stapleton v Lyles act
Deutsch v Cohen act
Fairhead v Richardson act
Booth v Ashton act
Caldwell v Hydro-Oxy Gas Patent
Proprietary Id act
Symons v Wood act (pleading to
be delivered)
Hargreaves v Nat Oyster & Lobster
Culture Co act
In re Gordon Durig v Fitzpatrick

act (set down by deff Fitzpatrick)
In re J W Taylor's Patent, No 6,538 of 1894, &c petn ordered to go into witness list

The Incandescent Gas Light Co ld v Shepherd act
Woodhams v Hobbs act
Mosenthal v New Gordon Diamond Mining Co ld act
Attorney-Gen v Byford act]

HIGH COURT OF JUSTICE. QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1896.

CROWN PAPER.

For Argument.

- Middlesex, Shoreditch Hooper v Woolf (sued, &c) county court plt's appeal
Dorsetshire Pethwick & ors v Dorset County Council magistrate's case
Lancashire, Liverpool Lorrie v Briscoe (Bold, clmnt) county court clmnt's appeal
London Baker & anr v Ambrose county court deff's appeal
Middlesex, Brompton Richardson v Bassett county court deff's appeal
Hants, Bournemouth Badger v Tovey county court deff's appeal
Lincoln White v Mansell magistrate's case
Warwickshire, Birmingham Holloway v Harpur & ors county court plt's appeal
Kent The Queen v Jj of Kent & ors (expte Boulter) Nisi for certiorari for Order of Sessions
Same The Queen v Lovibond Nisi to quash conviction
Cardiganshire, Aberystwith James & anr v Jenkins & ors county court deff Jenkins and Mary Morgan's app
Gloucestershire, Gloucester Meadows v Leat county court deff's app
Warwickshire Walker v Stretton magistrate's case
Same Godwin v Walker magistrate's case
Middlesex, Shoreditch Knibb v Wright county court plt's app
Met Pol Dist Commissioner of Police v Cartman magistrate's case
Durham The Queen v Jj of County of Durham (expte Banks) Nisi for mandamus to hear application for license
Middlesex, Whitechapel Phillips v Israel county court deff's appeal
Lancashire, Bury Deane, sen, v Smith & anr county court plt's appeal
Gloucestershire Stangoe v Slatter magistrate's case
Warwickshire, Birmingham O'Connell Bros v Feely county court deff's appeal
Carlisle Hill v Wright & anr magistrate's case
Middlesex, Marylebone Stanbridge v Firbank county court deff's appeal
Carmarthenshire, Llandilofawr Powell & ors v Jones & anr county court deff's appeal
Met Pol Dist The Queen v H Smith, Esq, Met Pol Mag, & Hillyard (expte Nokes & anr) Nisi to state case
Surrey, Southwark Loomes v West county court plt's appeal
Yorkshire, Bradford Worrall (trading, &c) v Dyson county court deff's appeal
Cheshire, Stockport Griffiths v Heath county court plt's appeal
Yorkshire, Keighley Butterfield v Berry county court plt's appeal
Norfolk, Harleston Rising v Durrant & Sons county court plt's appeal
Middlesex, Shoreditch Upton & anr (trading, &c) v Pearce county court plt's appeal
London Ruff v Home Secretary quarter sessions special case
Same Young v Barter & Co mayor's court deff's appeal
Blackburn Alty v Farrell magistrate's case
London Kirby v North British Mercantile Insee Co mayor's court plt's appeal
Same The Queen v W Bird, Esq, & ors, Jj, and Hammersmith Vestry (expte Arter) Nisi for mandamus to state case
London The Queen v Vestry of the Parish of St Matthew, Bethnal Green (expte Harwood) Nisi for mandamus to repair sewer
Derbyshire, Bakewell Critchlow v London and North-Western Ry Co county court deff's appeal
Leicestershire, Leicester Gardner v Hart county court deff's appeal
Herefordshire, Hereford Dobbins v Garrold county court deff's appeal
Margate Fincher v Declercq magistrate's case
Yorkshire, Leeds Lewis v Leeds Branch of Firemen's Friendly Soc county court deff's app
Devonshire, Tiverton Loudwell v Pitt county court deff's app
Wolverhampton Burnett v Berry magistrate's case
Middlesex, Marylebone Vicary v Dale, Ford v Fontana county court Dale's app
Sussex, Brighton Watts v Costerton county court deff's app
Devonshire, Honiton Crabb v Braddick county court deff's app
Met Pol Dist Jarman v Phair & anr magistrate's case
Bedfordshire, Bedford Hughes v Harris county court deff's app
Southampton Mayor, &c, Bournemouth v Flower magistrate's case
Cardiff v The Queen v Lewis, Stip Mag for Cardiff and Moss (expte Thornley) nisi to hear application
Middlesex Russell & ors v Overseers of Stanwell magistrate's case
Met Pol Dist The Queen v Blade, Met Pol Mag and Vestry St George, Southwark (expte Robinson) nisi for certiorari for order
West Ham The Queen v Baggallay, Stip Mag for West Ham & Finch (expte Headley) nisi to hear information
Worcestershire, Dudley Bassano & ors v Bradley & ors county court prohibition referred from chambers
Nottinghamshire The Queen v Thorpe & anr Jj & Javens (expte Hore) nisi for certiorari for conviction
Surrey, Lambeth Rowling v Challen county court plt's app
Glamorganshire Hill v Jones quarter sessions special case
Devonshire Crozier & anr v Compton Gifford Urban District Council magistrate's case
Lancashire, Manchester Hartley v Else (Else clmt) county court clmt's app
Hanley Old Hall Porcelain Works v Challinor Magistrate's case
Liverpool Cole v Pendleton magistrate's case
Surrey, Southwark Cain v Moon county court plt's app
Met Pol Dist Spiers & Pond v Bennett Magistrate's case
London Abbott v Deere & Son county court plt's app
Middlesex, Marylebone Sweatman v Firbank county court deff's app
Middlesex, Westminster Andrews v London, Brighton, & South Coast Ry Co county court plt's app
Met Pol Dist Drury v Army & Navy, &c, Supply magistrate's case
Met Pol Dist Dickens v Gill magistrate's case
Middlesex, Clerkenwell Carter v Cook county court plt's app
Lancashire, Liverpool Wall v Rawlins & anr county court plt's app
Middlesex Staines Urban District Council v Pearce & ors magistrate's case
Suffolk, Ipswich Bennett v Harbord county court deff's app
Essex Brookes v Cundy magistrate's case
London The Queen v Lee & anr Jj, and The Guardians, St Mary, Islington (ex pte Edmonton Union) nisi for certiorari for orders
London Hobson v The Javali Co mayor's court plt's app
Ely Wilkinson & ors v Gibard Consistory Court of Ely prohibition referred from chambers
Yorkshire, W R The Queen v Duncan & ors, Jj & Tibbutt (expte Campbell) Nisi to hear information
Lancashire, Ormskirk McAnally v Brearley county court plt's app
Met Pol Dist Oylar & anr v Dodge magistrate's case
Same The Queen v Bros, Met Pol Mag & Owner of 109, Southgate-road (expte Hackney Vestry) nisi to state case
Middlesex, Brompton Larchin v Clowes county court deff's app
Carmarvonshire, Pwllheli Williams v Williams county court deff's app
Sussex, Lewes Waters v Myles county court deff's app
Yorkshire, Huddersfield Dyson & anr v Hirst & ors county court deff's app
Middlesex, Bloomsbury Hughes v Parnell & Son county court plt's app
Yorkshire, Halifax Hebblethwaite & anr v Bentley county court deff's app
Carmarvonshire, Portmadoc Jones v Parry county court deff's app
Same Lewis v Parry county court deff's app
Wolverhampton Lyons v Thomas magistrate's case
Yorkshire, Leeds Pearson v Hewling county court deff's app
Northumberland, Newcastle upon Tyne Jones & Co v North Eastern Ry Co county court plt's app
London Nokes & Stammers v Marquis de Saliceto mayor's court deff's app
Middlesex, Westminster Renande v Bratt county court deff's app
Middlesex, Shoreditch Hooper v Holme & anr county court deff's app
Northumberland The Queen v Tynemouth Rural District Council Nisi for mandamus to approve plans
London Watson v White County Court Prohibition referred from Chambers
Same Keating & Co v Brown county court deff's app
Staffordshire, Burton on Trent Vallery v Fletcher county court plt's app
Lancashire, Manchester Alexander v Wilkinson & anr county court deffs Simpson & Sons' app
Surrey, Wandsworth Chapman v Gillard (Talbot, clmt) county court clmts app
Lancashire The Manchester Ship Canal Co v The Warrington District Highway Board magistrate's case
Met Pol Dist The Queen v H Smith, Esq met pol mag & Goodmen (ex pte Billing) nisi to state case
Anglesey, Menai Bridge Williams v Roberts county court plt's app
Staffordshire, Lichfield The South Staffordshire Waterworks Co v Sharnham county court plt's app
Hampshire, Bournemouth Cochrane (trading, &c) v Trantum county court plt's app
Middlesex, Marylebone Kirkaldy v Parkinson county court deff's app
Warwickshire Lattimer v Jj of Birmingham quarter sessions special case applicant's app
Same Hodges & ors v Same quarter sessions special case applicants' app
Same Perrett & anr v Same quarter sessions special case applicants' app
Lancashire, Blackburn Harrop (trading, &c) v Angles county court plt's app
Yorkshire, Sheffield Yeardley v South Yorkshire Discount & Investment Co county court deff's app
Suffolk, Beccles & Bungay Rix v Tate county court plt's app
Warwickshire The Queen v Lord Leigh & ors (ex pte Sanderson) nisi for mandamus to pay pension to Kinchant, late Chief Constable
Lancashire, Liverpool Holland & Co v Pritchard & ors county court plt's app
Suffolk, Lowestoft Great Eastern Ry Co v Reynolds & Co county court plt's app
Norfolk, Norwich Goldfinkle v Parker county court plt's app

Salford Mason v Riley hundred court plt's app
 London Sutton v London, Chatham, & Dover Ry Co county court plt's app
 Cheshire, Macclesfield Darlow v Boon & anr county court plt's app
 Middlesex, Clerkenwell Callow v Powell county court plt's app
 Staffordshire, Walsall Hancocks v Woolley county court defts' app
 Middlesex, Whitechapel Rowley v Cahnan county court plt's app
 Met Pol Dist Kirk v Plumstead Overseers magistrate's case
 Glamorganshire, Swansea Field v Haage county court defts' app
 Monmouthshire The Queen v Williams, Esq., & anr, Jj, &c, and Barnes and ors (expte H Smith) Nisi for certiorari for order of Justices
 Surrey, Lambeth Allden v Wauter & Co county court defts' app
 Bedford Killick v Graham magistrate's case
 Devonshire Tomlin v Olver magistrate's case
 Staffordshire, Burton-on-Trent Chell v Hall & Boardman county court plt's app
 Same Smith v Same county court plt's app
 Somersetshire, Taunton Brewer v Curry Moor Drainage Board county court defts' app
 London The Queen v Bishop & ors (expte E P Young) nisi for mandamus to hear, &c disputes
 Yorkshire, Huddersfield Noakes & ors v Day & ors county court defts' app
 Sussex, Lewes & Eastbourne The Mayor, &c of Eastbourne v Bradford county court defts' app
 Berkshire, Reading Jeffreys v Roberts (Margetsen, clmt) county court plt's app
 Met Pol Dist Borrow v Howland magistrate's case
 Cambridge Whitehead v Wisbey magistrate's case
 Middlesex, Shoreditch Sutton, Carden & Co v Ward & anr (trading, &c) county court defts' app
 Derbyshire, Derby Re The Derbyshire County Council, Mayor, &c of Derby and the Local Government Act county court defts' app
 Bedfordshire, Biggleswade Conder v Bixby & anr (trading, &c) county court defts' app
 Cheshire, Nantwich Darlow v Ankers & anr county court plt's app
 Surrey, Croydon Templeton v Jackson county court plt's app
 Met Pol Dist Worth v Brown magistrate's case
 Southampton The Queen v Jj for Southampton (expte Isle of Wight Central Railway Co) nisi for mandamus to direct clerk of peace to hear objections on taxation
 Cardiff The Queen v Lewis Esq, Stip Mag & Frikart (expte Evans) nisi to state case
 Same The Queen v Same & Bridgwater (expte same) nisi to state case
 London Summers v Blackwall Galvanized Iron Co county court plt's app
 Yorkshire, Bradford Farrow v Newhouse county court plt's app
 Salford Morris v Royle magistrate's case
 Cheshire The Queen v London & North Western Ry Co & ors (expte Postmaster-General) nisi for mandamus to carry out provisions of Parcels Post Act
 Middlesex, Westminster Great Western Ry co v Hastie county court defts' app
 Staffordshire, Newcastle under Lyne Carter & 59 ors v Rigby & Co county court defts' app
 Middlesex, Shoreditch Baylis v Brett county court defts' app
 Leeds Cook v Hainsworth magistrate's case
 Middlesex, Marylebone Osborne v Chocqueel county court defts' app
 Surrey, Southwark Everson v Crowther & Co county court defts' app
 Sussex, Brighton Hanbury & Co v Bower (Turner clmt) county court clmt's app
 England The Queen v Payne & anr (expte Gowen) nisi for attachment for newspaper comments
 Yorkshire, W B The Queen v H H Judge, Gates, & Jackson (expte Mawson Bros) Nisi to hear act
 Liverpool The Queen v Crossfield & anr, Jj, & Lynn (expte Mersey Docks &c, Board) Nisi to state case
 Essex The Queen v Wedd & anr, Jj, & Bunting (expte Pearce) Nisi for certiorari for conviction
 Southampton Lintern v Burchell magistrate's case
 Merioneth Le Neve Foster v Pyfe & anr magistrate's case
 Same Same v Same magistrate's case
 Staffordshire The Queen v Ashworth & anr, Jj, & Brough (expte Brough) Nisi for certiorari
 Carnarvonshire, Carnarvon Parry & anr v Watkin & ors county court defts' app

REVENUE PAPER.

For Hearing.

Causes by English information.

Attorney-Gen v The Verderers of the New Forest and ors part heard
 Attorney-Gen v Newcomen (since dec) and ors part heard
 Attorney-Gen v Earl of Carlisle & ors
 Attorney-Gen v Walker & ors

Petition.

In re a Settlement, &c. and the Reversionary Interest Society ld (under Sec. 10 of Finance Act 1894)

Cases stated as to Income Tax and Stamp Duty.

Benjamin Brooke & Co, ld, applts, and The Commissioners of Inland Revenue, respis

The Rhymney Iron Co, ld, applts, and Fowler (Surveyor of Taxes), respis
 Clifford & anr, applts, and The Commissioners of Inland Revenue, respis

Opposed Motion.

Attorney-Gen v The Ffaldau Collieries Co, ld, and anr

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 17.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BLUNDILLSLANDS, WATERLOO, AND CROSBY STRAM LAUNDRY CO, LIMITED—Creditors are required, on or before May 11, to send in the particulars of their debts, claims, or demands to Samuel Baskerville Simmons, 71, Lord st, Liverpool

LYDENBURG GOLD MINING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 22, to send their names and addresses, and particulars of their debts or claims, to George Williamson, 37, Brown st, Manchester

NEW TRANSVAAL CO, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and particulars of their debts or claims, to Lawrence Hasluck and John Fouldes, 50, Holborn viaduct, E.C. Hollans & Co, Mining lane, solers to liquidators

London Gazette.—TUESDAY, April 21.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANSELLS, LIMITED—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to William Heaton, 33, Shole-broke avenue, Leeds. Lupton & Fawcett, Leeds, solers to liquidator

BLACKPOOL PURE ICE AND COLD STORAGE CO, LIMITED—Creditors are required, on or before May 30, to send their names and addresses, and particulars of their debts or claims, to Rowland Dixon, 25, Buchanan st, Blackpool. Kay, Blackpool, solers to liquidator

COLWYN RAY PIER CO, LIMITED—Peta for winding up, presented April 18, directed to be heard April 20. Thos. Gatis, 9, King st, Wolverhampton, solers to petitor. Notice of appearing must reach the above named not later than six o'clock in the afternoon of April 25

NEW WEIGHING MACHINE CO, LIMITED—Peta for winding up, presented April 16, directed to be heard before Vaughan Williams, J., on April 20. Templeton & Co, 9, King's Bench walk, Temple, solers. Notice of appearing must reach the above named not later than six o'clock in the afternoon of April 23

FRIENDLY SOCIETIES DISSOLVED.

CORINTHIAN PROVIDENT SOCIETY, 101, St Paul's rd, Burdett rd, Mile End. April 15

DUNTHORNE FRIENDLY SOCIETY, Five Mile House Inn, late Old Inn, Dunthorpe Abbots, Cirencester, Gloucester. April 15

LITTLE WOOLTON FRIENDLY SOCIETY, Bull Inn, Little Woolton, Gatesacre, Liverpool. April 15

LOUISA ASHBURTON FRIENDLY SOCIETY, Louisa Ashburton House, Custom House, Victoria Dock, E. April 15

PRINCE CONSORT LODGE 900 OF THE GRAND PROTESTANT ASSOCIATION LOVAL ORANGEMEN FRIENDLY SOCIETY, Prince Albert Inn, Clough Fold, nr Manchester. April 15

STONE HEATH FORESTERS SOCIETY, Mr. W. Lewis', Banghurst, Basingstoke, Southampton. April 15

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 14.

SEDDON, JOHN THOMAS, Clifton, Lancaster, Licensed Victualler. May 11. Malpass v Seddon, Registrar, Manchester. Knight, Manchester

SMITH, RICHARD, Chalgrove, Oxford, Farmer. May 12. Wood v Smith, Kekewich, J. Slade, Wallingford

WILLIAMS, GILES, Ruanlanthorne, Cornwall, Farmer. May 15. Thomson v Williams, Kekewich, J. Cock, Truro

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 10.

BEAVAN, ARTHUR BEAVAN DIXON, Radnor, Esq. May 15. Vaughan, Smith

BOBBY, EMMA MART, Liverpool May 16. Lloyd & Hilton, Liverpool

CAPOIN, JOHN, Morning lane, Hackney, Gent May 11. Jones, Moorgate st

CHAPMAN, HENRY, Esq, Cheltenham, Glos May 30. Winterbothams & Gurney, Cheltenham

DOUGLAS, ALFRED, Upper Norwood, Surrey, Gent May 2. Finch & Turner, Cannon st

DOVE, EDWIN SAMUEL, Kilsby, Northampton, Gent June 1. W F & W Willsoughby, Daventry

FARMER, MARIA, Cheltenham, Glos May 30. Winterbothams & Gurney, Cheltenham

FORD, Captain St CLAIR St CLAIR, Cheltenham, Glos May 30. Winterbothams & Gurney, Cheltenham

HAWKES, GEORGE, Lynton rd, Bermondsey, Gent May 20. Spencer & Co, Piccadilly

HEDDER, ANNE, Sidcup, Kent May 16. Withall & Co, St George st

HIGSON, BETTY, Southsea May 15. Grundy & Co, Manchester

JONES, WINIFRED, Liverpool May 30. Mearns, St Helms

KENTISH, EUSTATIA, Oatmartham May 16. White, Carmarthen

LAOYD, RICHARD, and MARY LAOYD, Aberdare, Glam May 13. Richards, Aberdare

MAKIN, SARAH, Brighton May 6. Paddock & Sons, Hanley

MURRELL, HANNAH, Mount Zion, Tunbridge Wells May 22 Trinder & Capron, Cornhill
 PHELPS, WILLIAM, Guildford, Gent May 28 Woodforde, Red Lion sq
 PIGOTT, CATHERINE SARAH, Cheltenham, Glas May 30 Winterbothams & Co, Cheltenham
 RICHARDS, THOMAS, Leicester, Farmer May 14 Loseby, Market Bosworth
 ROUSE, JOHN, Ashton under Lyne, Tobaccoist May 9 Bromley, Ashton under Lyne
 SCHRODER, ANN BENNETT, Chester May 11 Cobbett & Co, Manchester
 SCOTT, BENJAMIN, Regent st, Jeweller May 18 Benjamin, Coleman st
 SMITH, JOSEPH, Gjeslon, nr Forgrund, Norway, Landed Proprietor May 20 Ingledew & Sons, Cardiff
 WILLIS, THOMAS, Chadlington, Oxford, Saddler May 14 Wilkins & Toy, Chipping Norton
 WOOD, ANN, Derby May 8 Richardson, Burton on Trent
 WOODHOUSE, JOHN, Albion sq, Dalston, Stonemason May 11 Jones, Moorgate st

London Gazette.—TUESDAY, April 14.

ALLIN, WILLIAM TAYLOR, Winstler, Derby May 13 Andrew Orrell, Manchester
 BAXTER, MARK, Pendleton, nr Manchester, Licensed Victualler June 24 Lloyd & Davies, Manchester
 BENNETT, CHARLES, Barry rd, East Dulwich May 26 Layton & Co, Budge row
 BLADON, CHARLES, Warwick, Coal Merchant June 14 Handley & Co, Warwick
 BOWMAN, EDWARD WILLIAM, Ickham, Kent, Esq May 19 Freshfields & Williams, Bank bldg
 BOWMAN, HARRISON, Ramsgate, Kent, Builder May 9 Burrows, Ramsgate
 BRINE, ISAAC, St Stephen's rd, Old Ford, Timber Merchant May 18 Morgan & Upjohn, Furnival's inn, Holborn
 BROWN, DANIEL JOHNSON, Gloucester crescent, Regent's Park May 31 Boulton & Co, Northampton sq
 CATTERALL, WILLIAM, Preston, Cotton Spinner May 30 Catterall & Catterall, Preston
 COTTON, MARISSA, Slimbridge, Gloucs May 30 Pointon, Birmingham
 CRIDDER, JOHN RICHARD, Bristol, Accountant May 23 Osborne & Co, Bristol
 ELTOFT, MARIA ANNE, Blackpool May 1 Allinson Orton, Blackpool
 EVANS, ELIZABETH, Ilkeston, Derby June 1 Hollinhead, Tunstall
 FANCOTT, MARY ANN, Maids Moreton, Bucks May 23 Pellatt, Banbury, Oxon
 GILSON, BENJAMIN LOUIS, Colchester, Esq May 18 Tatham & Proctor, Lincoln's inn fields
 GOULD, JOSEPH, Bristol, Drysalter June 9 Pitt, Bristol
 HANNAH, VINCENT HENRY, West Retford, Notts, Corn Merchant May 31 Mee & Co, Retford
 HEADLY, CAROLINE, Regent's pk May 19 Eaden & Spearing, Cambridge
 HITCHCOCK, ELIZABETH MARY, Hyde pk May 31 Tahouridins & Hitchcock, Victoria st
 HOWLAND, CLARE, Doddington, Kent April 25 Wilks, jun, Deal
 MARCOOLY, HYMAN, West Bridgford, Notts June 15 Eking, Nottingham
 NEILD, HENRY, Poulton le Fyde, Lancs May 11 Ponsoby & Cartile, Oldham
 PATERSON, MARY FRANCES, Ramsgate, Kent May 16 Kingsford & Co, Essex st, Strand
 PITT, GEORGE, Somerset, Farmer May 12 Walter, Ilminster
 PRESTON, THOMAS, Leicester, Hosiery Manufacturer May 16 Burgess & Dexter, Leicester
 RAINE, ELIZABETH, Seamer, York May 30 Turnbull & Moody, Scarborough
 SEIBOW, JOHN, Starbeck, York, Farmer April 25 Raworth, Harrogate
 STANWARD, WILLIAM THOMAS, Underhill rd, Dulwich, Lithographer June 1 Prior & Co, Lincoln's inn fields
 STRINGER, MARY DUKE, Scarborough May 30 Turnbull & Moody, Scarborough
 TITLEY, WILLIAM WALTER, Highworth, Wilts, Gent May 18 Kinner & Co, Swindon, Wilts
 VANDOE, MRS ELIZABETH, Chertsey, Surrey May 9 Tucker & Co, Serle st, Lincoln's inn
 WAKE, WILLIAM ROBERT, Sheffield June 1 Wake & Son, Sheffield
 WALSH, REV CHARLES BINGHAM HILL, New Malden, Surrey May 20 Brown, Gt George street
 WHITE, THOMAS, Kingston upon Hull May 15 Locking & Holdich, Hull
 WROWELL, JOHN, Tottington lower end, Lancaster, Farmer May 11 Openshaw, Bury
 WOLMERSEAUGH, EMILY GEORGINA, Staines rd, Hounslow May 16 Davidson & Morris, Queen Victoria st
 WOODWARD, MATTHEW, Reth, York, Farmer May 2 Rogers & Hudson, Richmond, Yorks

London Gazette.—FRIDAY, April 17.

ALDERMAN, JOHN, Thotney, Cambridge, Farmer June 1 Fraser & Co, Wisbech
 BARNES, WILLIAM CHARLES, Buckhurst hill, Essex June 1 Clapham & Co, Devonshire square
 BEAVER, ELIZABETH JANE, Campinas, San Paulo, Brazil May 12 Smiles & Co, Bedford row
 BEAVER, SAMUEL, Jundiahy, Brazil May 12 Smiles & Co, Bedford row
 BLOESOM, LOREL CLAUDE, Northmansfield, Hampton Wick May 16 H D Kimber & Co, Lombard st
 BURFIELD, THOMAS JOHN, Wellesley st, Stepney June 1 Greening, Fenchurch st
 CHAMPION, WILLIAM HARRISON, Lynsted, Kent, Miller June 10 Tassell & Son, Faversham
 COCKING, SPENCER RECOONERS, Bridgwater, Somerset, Watchmaker May 13 Bishop, Bridgwater
 COLLIER, JOHN, Leigh, Lancs May 9 Marsh & Co, Leigh
 CONDER, THOMAS DENISON, Castle Bar rd, Ealing, Esq May 20 Keen & Co, Knight Rider st
 COTTLE, THOMAS, Small Heath, Birmingham, Stone Mason May 31 Snow & Atkins, Birmingham
 CRAPPEY, JOHN, Bradford, Yorks, Worsted Manufacturer April 29 Gaunt & Co, Bradford
 DAVIES, JOHN TAYLOR, Wrexham June 1 Bellringer & Cunliffe, Liverpool
 DOWELL, JAMES, Corbridge, Northumbria, Newagent April 30 Davies & Balkwill, Newcastle upon Tyne
 GLANVILLE, CHARLOTTE AUGUSTA, Botley, Hants June 1 Gibbons & Arkle, Liverpool
 GROVES, MARGARET ELLEN, Southampton May 30 Hodge, Southampton
 GROVE, WILLIAM, Evesham, Worcs, Market Gardener June 1 Southall & Co, Worcester
 HANFORD, DANIEL, Ellsmore, Salop, Farmer May 1 Salter & Gilson, Ellsmore
 HANFORD, HENRY, Sherford, York, Saddler May 1 Bulmer & Lawson, Leeds

HARKER, GEORGE ALDRICH, Grand Bassam, West Coast of Africa May 22 McMaster, Liverpool
 HEATHCOTE, CLARA ROSALIE, Winchester May 12 Houseman & Co, Princess st, Westminster
 HIGGINS, ANN, Russell rd, Kensington May 25 Lickorish & Co, Queen Victoria st
 JAMES, THOMAS, Walton on the Naze, Essex April 30 Witty & Denton, Colchester
 KINSELL, JOHN, Wardington, Oxfordshire, Labourer May 30 Bennett, Banbury
 LOWE, FRANCIS, Finsbury Park rd May 30 Webb, Abchurch yard
 MEYRICK, SIR GEORGE ELIOTT MEYRICK TAPPS GERVIS, Hinton, Admiral, Southampton May 15 Crawley & Co, Whitehall pl
 MILLER, SUSANNA ANTONINA, Horley, Surrey May 14 Morrell & Son, Oxford
 MORSE, JAMES JOHN, Sidecup, Kent May 30 Saffery & Co, Tooley st
 OLIVE, CHARLES, Lymington, Hants, Brewer May 14 Moore & Co, Lymington
 OWEN, JOB, Llanllwchaearn, Montgomery, Yeoman May 16 Talbot & Watkins, Newport
 PARKER, JOSEPH, Aqualate, Stafford, Gamekeeper June 1 Liddle, Newport, Salop
 PARKER, MARTHA, Newport, Salop June 1 Liddle, Newport
 PARRY, WILLIAM LOUIS, Southampton, Esq May 18 Tatham & Pym, Frederick's st, Old Jewry
 PRABOE, ELIAS, Yaddethorpe, Lincoln, Horse Dealer June 1 Sowter, Brigg
 PRABOE, ERNEST CHARLES, Inverness trees, Bayswater, Esq May 16 Oliver & Co, Warwick st, Regent st
 PULSFORD, JOHN, Barnstaple, Stonemason June 4 Toller & Roberts, Barnstaple
 SANHAM, RICHARD, Dartford, Builder June 1 Mitchell, Fenchurch st
 SKINNER, HENRY JAMES, Birmingham April 30 Seymour-Price & Adcock, Birmingham
 SMITH, GEORGE, New Basford, Notts May 16 Newcome Elborne, Nottingham
 SHAPES, GEORGE, Shakespeare rd, Stoke Newington May 22 Geo Brown & Co, Finsbury pavement
 SUMMERS, SIDNEY BROOME, Rattle, nr Calne, Wilts, Farmer June 1 Gough, Calne
 THOMP, THOMAS, Repton, Derby, Grocer May 14 Lowe & Auden, Burton on Trent
 UPJOHN, FRANCIS WILLIAM, Bathurst st, Hyde Park, Chemist April 28 Price, Hart st, Bloomsbury sq
 WILSON, HENRY, Launds Hornby, Lancaster May 18 Thompson, Lancaster

London Gazette.—TUESDAY, April 21.

BIGGAM, JAMES, Walton, Liverpool, General Dealer May 30 Whitley & Co, Liverpool
 BLACKBURN, ANN JANE, Longtown, Cumberland April 30 Cartner & Milburn, Cumberland
 BOOE, JOHN, Brighton June 2 Cheesman, Brighton
 CASELY, JOHN, Devonport June 1 Gill, Devonport
 CLARE, CAMPBELL, Ufford, nr Woodbridge June 1 Capel-Cure & Ball, Fenchurch st
 COLLIS, BENJAMIN GRAINGER, Burnham, Bucks May 30 Barrett, Slough
 CROSS, SARAH, Nottingham July 1 Mee & Co, Retford
 DAVIES, JOHN PRICE, Knighton, Radnor, Corn Dealer May 16 Wallis, Hereford
 EMMOTT, WILLIAM THOMAS, Manchester, Journalist May 23 Shoemith, Halifax
 FIELDING, ALLEN, Canterbury, Solicitor May 30 Fielding, Dover
 FISH, GEORGE, Newcastle upon Tyne May 17 Ward, Newcastle upon Tyne
 FRANKLIN, MARY ELIZABETH, Northampton May 23 Becke & Green, Northampton
 FREEMAN, JANE, Milton rd, Hampton May 25 Humfry, Hereford
 FRASER, WILLIAM, St Mary Axe, Shipowner June 1 J & R Gole, Lime st
 FRY, LUCY ANNE, Bayswater May 30 Ramsden & Co, Leadenhall st
 GRAY, JAMES, Southport June 24 J & E Whitworth, Manchester
 GRAVES, HILTON, Dertsey, Oldham, Cotton Spinner May 25 Tweedale & Co, Oldham
 GREGSON, GEORGE, Harley st June 1 Peters & Bolton, Basinghall st
 GRIGGS, JAMES, Suffolk April 30 Fisher & Stead, Long Melford
 HAKLEY, THOMAS, Bythorn, Hants, Innkeeper June 1 Rooke & Sons, Lincoln's inn fields
 HEMBLEY, ISABELLA, Southport May 25 Tweedale & Co, Oldham
 JENNINGS, JAMES HENRY DUNLOP, Woodside, Surrey May 30 Vanderpump & Son, Gay's inn sq
 KNAOSS, ROBERT, Scarborough, Innkeeper May 18 Watts & Co, Scarborough
 LEWIS, FRANCES, Moss Side, Manchester June 1 J & E Whitworth, Manchester
 PALMER, PHILIPOT, Lichfield May 20 Russell, Lichfield
 PEARCE, ELIZA, Myrtle Hill, Pill, nr Bristol May 30 Pomeroy & Co, Bristol
 PETERS, HENRY THOMAS, New Windsor, Berks, Coal Merchant May 15 Long & Co, New Windsor
 PLATT, WILLIAM, Wavendon, Bucks May 30 Tanqueray, Woburn, Beds
 PODE, WILLIAM YONGE, Plymouth May 18 Woolcombe & Son, Plymouth
 PRINCE, FREDERICK, Bexhill on Sea, Surgeon May 30 Bloxam & Co, Lincoln's inn fields
 RIDER, THOMAS EDWARD, Aston juxta Birmingham May 20 Walthall, Birmingham
 RIDLEY, ISAAC, Cratched Friars, Wine Merchant May 8 Sandom & Co, Gracechurch st
 ROACH, MARY, Exmouth May 30 Kimber, Walbrook
 ROBINSON, JOHN JOSHUA, Marple, Chester, Farmer May 20 Johnsons, Stockport
 ROWE, RICHARD HENRY, Mevagissey, Cornwall, Licensed Victualler May 30 Carlyn & Stephens, St Austell
 SHENWELL, AGNES, Cheltenham May 30 Winterbothams & Gurney, Cheltenham
 STOBES, ROBERT, Rothbury, Northumbria, Farmer May 30 Douglas, Alnwick
 STUBBS, LILIAN, Tetney, Lincs May 22 Bell & Ingoldby, Louth
 TEMPLEMAN, ANN, Anfield, Liverpool May 30 Whitley & Co, Liverpool
 WADE, HENRY, Boston, Lincoln June 1 Millington & Simpson, Boston
 WAILES, EDWARD FREDERICK, Newcastle upon Tyne, Naval Architect May 27 Waisan & Dendy, Newcastle
 WATERS, ELEANOR, South End Green, Hampstead June 24 Prior & Co, Lincoln's inn fields
 WESTON, SIR JOSEPH DODGE, Clifton, Bristol, M P May 30 Brittan & Co, Bristol
 WHITFIELD, THOMAS, Melbourne, York, Farmer June 5 H & J R Wood, York
 WILLIAMS, RICHARD, Maidstone, Kent, Grocer May 30 Ellis, Maidstone
 WIMPEY, HENRY, Chester, Farmer May 16, Barker & Rogers, Chester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 17.

RECEIVING ORDERS.

ANTHONY, EDMUND CHARLES, Handforth, Ches. Coal Merchant Manchester Pet April 8 Ord April 14
 BATHURST, JOSEPH, Luton, Beds, Straw Plait Merchant Luton Pet April 13 Ord April 13
 BAXTER, ROBERT, Hungate, York York Pet April 11 Ord April 11
 BELL, JOHN WILLIAM, Howdon, Northumbria, Innkeeper Newcastle on Tyne Pet April 13 Ord April 13
 BENTLEY, FRANK DAWLEY, Ilford, Essex, Stockbroker High Court Pet March 19 Ord April 13
 BOUND, GEORGE, Villiers st, Strand, Fishmonger High Court Pet March 19 Ord April 13
 BOWEN, THOMAS, Ryeford, Glos, Baker Gloucester Pet April 14 Ord April 14
 BROWN, THOMAS, Ashover, Derbyshire, Farmer Derby Pet April 15 Ord April 15
 CANNON, G. A., Bucklebury High Court Pet Dec 2 Ord April 15
 COLLIER, ARTHUR WILLIAM, Carnarvon villas, Strawberry Hill Brompton Pet March 21 Ord April 14
 OSNEY, WILLIAM FREDERICK, Penchurch st, Builder High Court Pet Feb 21 Ord April 13
 COX, EDWARD, Birmingham, Exhibition Manager Birmingham Pet April 1 Ord April 15
 CURSON, HENRY DUGDALE, The Hon, Southampton Southampton Pet April 13 Ord April 13
 DAVIES, JOHN THOMAS, Cradley Heath, Staffs, Grocer Dudley Pet April 10 Ord April 10
 DAVES, WALLACE, Neath, Glam, Licensed Victualler Neath Pet April 14 Ord April 14
 EVANS, JESTY, Abergavenny, Mon, Carpenter Tredegar Pet March 31 Ord April 13
 FORD, WILLIAM, Bristol, Boot Manufacturer Bristol Pet April 15 Ord April 15
 HARRIS, SAMUEL GARNETT, Sale, Cheshire, Commercial Traveller Manchester Pet March 27 Ord April 14
 HEAD, THOMAS, and THOMAS GEORGE HEAD, Boscombe, Bournemouth, Decorators Poole Pet April 14 Ord April 14
 KAYE, CHARLES, Shelley, nr Huddersfield, Farm Labourer Huddersfield Pet April 15 Ord April 15
 LEATHERDALE, HARRY MARTIN, Romsey, Southampton Shoeing Smith Southampton Pet April 13 Ord April 13
 LOVICK, WILLIAM, Earham, Norfolk, Publican Ipswich Pet April 14 Ord April 14
 LUTWAL, ALBERT EDWARD, Frimley, Surrey, Butcher's Assistant Guildford Pet April 14 Ord April 14
 NEWTON, HENRY, Middlesborough, Insurance Agent Stockton on Tees Pet April 14 Ord April 14
 O'NEILL, GEORGE HANDEL, Blackburn, Chemist Blackburn Pet March 30 Ord April 13
 OMB, W. P., Craven mansions, Lancaster gt High Court Pet March 12 Ord April 15
 PARK, WILLIAM, Keighley, Bank Manager Bradford Pet April 13 Ord April 13
 PEARL, S., Hastings, Jeweller Hastings Pet March 9 Ord April 13
 PERGILL, JOHN, Eastville, Glos, Provision Merchant Bristol Pet April 1 Ord April 15
 RAIT, JAMES MALCOLM, Kew Green, Surrey, Clerk Wandsworth Pet April 15 Ord April 15
 RANDALL, FREDERICK WILLIAM, Kennington High Court Pet April 15 Ord April 15
 SHARONANT, CHARLES, Truro, Auctioneer Truro Pet April 14 Ord April 14
 SHEPHERD, GEORGE ARMSTRONG, Ivybridge, Devonshire, Tailor Plymouth Pet April 14 Ord April 14
 SMOOBS, ALFRED, Chingford, Commercial Traveller Edmonton Pet April 15 Ord April 15
 STUDD, GEORGE, Burton on Trent, Baker Burton on Trent Pet April 14 Ord April 14
 WELCH, MARY EMMA, Bradford Bradford Pet April 13 Ord April 13
 WILLIAMS, WILLIAM, Llanfairpwllgwygyl, Slate Mason Bangor Pet April 13 Ord April 13
 WRIGHT, ARTHUR BIRCH, Lincoln, Builder Lincoln Pet March 30 Ord April 13
 YOMANS, HERBERT, Canon Pyon, Hereford, Farmer Hereford Pet April 13 Ord April 13

Amended notice substituted for that published in the London Gazette of March 24:

WHITEHOUSE, EDGAR ISAAC HENRY EDWARD, Edgbaston, Coal Merchant Birmingham Pet Jan 30 Ord March 20

ORDER RESCINDING RECEIVING ORDER, AND ANNULING ADJUDICATION.

CASTELLO, CHARLES, late of Brighton High Court Ord Sept 23, 1895 Adj Nov 26, 1895 Resc and Annul April 13, 1896

FIRST MEETINGS.

AND, SAMUEL, Cadoxton juxta Barry, Glam, Haulier April 28 at 11 Off Rec, 29, Queen st, Cardiff
 BAILEY, SPENCER, Oldham April 24 at 12 Off Rec, Bank Chambers, Queen st, Oldham
 BAILEY, WILLIAM WHALE, Hampstead, Antiquarian April 24 at 11 Bankruptcy bldg, Carey st
 BAKER, GEORGE, Discoed, Cheltenham, Mon, Farmer April 24 at 8 Off Rec, Gloucester Bank Chambers, Newport Mon
 BAKER, JAMES HERBERT, Ringwood, Hants, Hotel Keeper April 24 at 12 White Hart Hotel, Ringwood
 BARROW, WILLIAM, Jnr, Cheltenham, Chemist April 25 at 8.15 County Court bldg, Cheltenham
 BAXTER, ROBERT, Leeds April 27 at 12.30 Off Rec, 28, Stonegate, York
 BOOTH, ABRAHAM, Nottingham April 24 at 12 Off Rec, 26 Peter's Church walk, Nottingham

BERCHING, DANIEL, Kennington, Kent, Dairyman May 1 at 9.30 Off Rec, 73, Castle st, Canterbury
 BISHOP, THOMAS, Abbeyley, Worcesterhire April 25 at 11.45 Off Rec, 45, Copenhagen st, Worcester
 BROWN, JAMES FITZROY, New Bond st, Tailor April 24 at 12 Bankruptcy bldg, Carey st
 BURN, MATTHEW THOMAS, Brompton, Yorks, Blacksmith April 27 at 11.30 Court House, Northallerton
 BURNHOP, JOHN, Millon, Cumberland April 25 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
 CHAPMAN, GEORGE, Wellingborough, Builder April 25 at 12.30 County Court bldg, Northampton
 CROOK, JAMES HENRY, 8th Tottenham, Draper April 24 at 3 Off Rec, 96, Temple chambers, Temple avenue
 CURSON, the Hon. HENRY DUGDALE, Southampton April 28 at 12.15 Off Rec, 4, East st, Southampton
 DALRYMPLE, HESPELAP JANE, Glynnesth, Glam, Grocer April 27 at 12 Off Rec, 31, Alexandra rd, Swansea
 DAVIES, REES, Gorseinon, Glam, Tailor April 25 at 12 Off Rec, 4, Queen st, Carmarthen
 DEMPSEY, THOMAS HENRY, Boodle, Lancs, Tallow Chandler April 29 at 12 Off Rec, 35, Victoria st, Liverpool
 DOWTHWAITE, JOHN, Appleby, Westmid, Labourer April 25 at 11.30 Grosvenor Hotel, Stramontage, Kendal
 DUKE, WILLIAM AUGUSTUS, Sullington, Sussex, Farmer April 30 at 3 Off Rec, 4, Pavilion bldg, Brighton
 FRANCIS, JOHN, Folkestone, Kent, Corn Factor April 27 at 3 Bankruptcy bldg, Carey st
 FRASHER, VINCENT JAMES, Walthamstow, Essex April 24 at 2.30 Bankruptcy bldg, Carey st
 HUGHES, JOHN, Treaslow, Glam, Grocer April 24 at 3 65, High st, Merthyr Tydfil
 JACKSON, EDWARD, Fallsworth, Lancs, Cotton Doubler April 24 at 3.30 Off Rec, 97, Bridge st, Manchester
 JOHNSTON, THOMAS, Merton, Surrey, Cycle Maker April 24 at 12 Bankruptcy bldg, Carey st
 KERRISAW, SAM, Dewsbury, Yorks, Plumber April 24 at 3 Off Rec, Bank Chambers, Batley
 LAWSON, JOHN GEORGE EDWARD PERCYAL, Spalding, Lincs, Rope Maker April 24 at 11.45 Law Courts, New rd, Peterborough
 LEATHERDALE, HENRY MARTIN, Romsey, Southampton, Shoeing Smith April 28 at 3 Off Rec, 4, East st, Southampton
 LEARD, W. & SONS, Barking, Essex, Coal Merchants April 27 at 3 90, Temple chambers, Temple avenue
 LAWSON, GEORGE, Butterkneble, Durham, Miner April 24 at 3 Off Rec, 25, John st, Sunderland
 MADDISON, THOMAS, Doncaster, Labourer April 24 at 2 Off Rec, Figtreet lane, Sheffield
 MARCHANT, WILLIAM, Gt Grimsby, Sawyer April 25 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 MARSH, JOHN, Hereford, Painter April 25 at 10 2, Off st, Hereford
 NICHOLLS, STEPHEN JAMES, Redruth, Cornwall, Builder April 28 at 12 Off Rec, Boscawen st, Truro
 PARRY, HENRY, Llwyrth, Glam, Plasterer April 24 at 12 65, High st, Merthyr Tydfil
 PEGLER, WILLIAM CHARLES, Cheltenham, Butcher April 25 at 4.15 County Court bldg, Cheltenham
 REED, GEORGE ARTHUR, Swansea April 27 at 2 Off Rec, 31, Alexandra rd, Swansea
 ROBERTSON, ANDREW, Bradford, Yorks April 27 at 11 Off Rec, 31, Manor row, Bradford
 ROBINSON, HENRY, Sunderland, Shipowner April 27 at 3 Off Rec, 25, John st, Sunderland
 ROSE, HERBERT AUGUST MAX, Newcastle on Tyne, Provision Broker May 6 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 ROSS, WILLIAM, Portladies, Sussex April 30 at 12 Off Rec, 4, Pavilion bldg, Brighton
 SKEDDON, THOMAS, Westoughton, Lancs, Bootmaker April 24 at 10.30 16, Wood st, Bolton
 SHAW, MATTHEW, Appleby, Westmid, Farmer April 25 at 12 Grosvenor Hotel, Stramontage, Kendal
 STONE, HENRY, Havenscourt pk April 24 at 1 Bankruptcy bldg, Carey st
 STUBBS, THOMAS, Derby April 24 at 12.15 Off Rec, 40, St Mary's gate, Derby
 TIPTON, RICHARD, Creighton on Wye, Miller April 28 at 10 2, Off st, Hereford
 TORWORTH, DAVID, Wick, Glam, Farmer April 28 at 11.30 Off Rec, 29, Queen st, Cardiff
 WEDSTER, F. J., Clapham April 24 at 11.30 24, Railway app, London Bridge
 WELCH, MARY EMMA, Bradford, Yorks April 26 at 11 Off Rec, 31, Manor row, Bradford
 WILKINSON, ELMEST, Whittington Moor, nr Chesterfield, Explosive Merchant April 25 at 12.15 Angel Hotel, Chesterfield
 WILLIAMS, JAMES, Thrupton, Hereford, Commission Agent April 28 at 10 2, Off st, Hereford
 WRIGHT, ARTHUR BIRCH, Lincoln, Builder April 28 at 12 Off Rec, 31, Silver st, Lincoln
 YARWOOD, WILLIAM HENRY BAILEY, Oldham, Bolt Maker April 24 at 11.30 Off Rec, Bank Chambers, Queen st, Oldham

ADJUDICATIONS.

BAXTER, ROBERT, Hungate, York York Pet April 13 Ord April 13
 BATHURST, JOSEPH, Luton, Straw Plait Merchant Luton Pet April 11 Ord April 13
 BELL, JOHN WILLIAM, Howdon, Northumbria, Innkeeper Newcastle on Tyne Pet April 13 Ord April 13
 BOWEN, THOMAS, Ryeford, Glos, Baker Gloucester Pet April 14 Ord April 14
 BROWN, JAMES FITZROY, New Bond st High Court Pet March 31 Ord April 14
 BUXTON, THOMAS, Ashover, Derbys, Farmer Derby Pet April 14 Ord April 15
 CASE, JAMES, Bury, Ironfounder Bolton Pet March 24 Ord April 13
 CONWAY, ARTHUR J., Boscombe, Bournemouth, Chemist Poole Pet Feb 21 Ord March 30
 CRIPPA, CANILLA, Islington, Restaurant Keeper High Court Pet Feb 22 Ord April 14

CROW, JOHN, Brockley, Kent, Brick Manufacturer West Bromwich Pet March 10 Ord April 13
 DAVIES, JOHN THOMAS, Cradley Heath, Staffs, Grocer Dudley Pet April 10 Ord April 10
 DAWES, WALLACE, Neath, Glam, Licensed Victualler Neath Pet April 14 Ord April 14
 DE BUSSY, GUSTAVE HULLER, Bockhampton, Southampton Poole Pet Feb 25 Ord March 30
 DRYER, FREDERICK BOUFFIELD, Banbury, Oxfordshire Licensed Victualler Banbury Pet March 17 Ord April 15
 EDWARDS, DAVID, Barnet Green, Wares, Builder Birmingham Pet March 14 Ord April 15
 EVANS, JESTY, Abergavenny, Carpenter Tredegar Pet March 31 Ord April 15
 FORD, WILLIAM, Bristol, Boot Manufacturer Bristol Pet April 15 Ord April 15
 HERBERTSON, ROBERT ELLIOTT, Jarrow, Durham, Solicitor Newcastle on Tyne Pet Dec 19 Ord April 13
 JONES, JOHN, Ruthin, Denbigh, Draper Wrexham Pet March 19 Ord April 14
 JOMCK, GEORGE, West Smithfield High Court Pet March 30 Ord April 14
 KAYE, CHARLES, Shelley, nr Huddersfield, Farm Labourer Huddersfield Pet April 15 Ord April 15
 KING, ANTHONY HERBERT, West Green, Tottenham, Clerk Edmondson Pet March 26 Ord April 11
 LEATHERDALE, HARRY MARTIN, Romsey, Shoeing Smith Southampton Pet April 13 Ord April 13
 LINDSEY, GEORGE, Walthamstow, Draper High Court Pet Mar 19 Ord April 13
 LOVICK, WILLIAM, Norfolk, Publican Ipswich Pet April 13 Ord April 14
 NEWTON, HENRY, Middlesborough, Insurance Agent Middlesborough Pet April 14 Ord April 14
 NOBLE, CHARLES, Tokenhouse bldg, Estate Broker High Court Pet Nov 20 Ord April 15
 PARK, WILLIAM, Keighley, Yorks, Bank Manager Bradford Pet April 9 Ord April 13
 RAIT, JAMES MALCOLM, Kew Green, Surrey, Clerk Wandsworth Pet April 14 Ord April 15
 RANDALL, FREDERICK WILLIAM, Kennington, Surrey High Court Pet April 15 Ord April 15
 SAUNDERS, AUBREY WILLIAM OHLIVIE, Portadown mansns, Maida Vale High Court Pet Feb 19 Ord April 13
 SHARONANT, CHARLES, Truro, Auctioneer Truro Pet April 14 Ord April 14
 SHERBUTT, ARTHUR EDWARD SAUNDERS, Letcombe Bassett Oxford Pet Feb 20 Ord April 13
 SHEPHERD, GEORGE ARMSTRONG, Ivybridge, Devonshire, Tailor Plymouth Pet April 14 Ord April 14
 SOMERS, THOMAS JOHN, Burton on Trent, Joiner Burton on Trent Pet Jan 3 Ord April 13
 STUDD, GEORGE, Burton on Trent, Baker Burton on Trent Pet April 14 Ord April 14
 TILLEY, SAMUEL, Bedford row, Solicitor High Court Pet Nov 15 Ord April 14
 WELCH, MARY EMMA, Bradford, Yorks, Bradford Pet April 13 Ord April 13
 WILLIAMS, WILLIAM, Dolgelly, Hotel Proprietor Aberystwith March 11 Ord April 15
 WILLIAMS, WILLIAM, Llanfairpwllgwygyl, Slate Mason Bangor Pet April 13 Ord April 13

Amended Notice substituted for that published in the London Gazette of March 27:

WHITEHOUSE, EDGAR ISAAC HENRY EDWARD, Edgbaston, Coal Merchant Birmingham Pet Jan 30 Ord March 25

RECEIVING ORDERS.

APPLETON, WILLIAM, Thirsk, Innkeeper Northallerton Pet April 16 Ord April 16
 AUSTIN, WILLIAM, Whitechurch, Salop, Schoolmaster Salop Pet April 18 Ord April 15
 BLENCOWE, WILLIAM, Kidderminster, Baker Kidderminster Pet April 16 Ord April 16
 BLOCK, J. E., Virginia Water, Surrey Kingston, Surrey Pet April 2 Ord April 16
 BROWN, JOR, Rochdale, Carrier Rochdale Pet April 17 Ord April 17
 CLARKSON, ROBERT WILLIAM, Ventnor, I of W, Baker Newport Pet April 15 Ord April 15
 COLES, ADAM JOHN, Tannum, Pharmacologist Tannum Pet April 8 Ord April 16
 DAVIES, EVAN, Carmarthenhire, Innkeeper Carmarthen Pet April 16 Ord April 16
 DENT, RICHARD, Kendal, Westmorland, Draper Kendal Pet April 17 Ord April 17
 DOBBINGTON, THOMAS PIER, Plymouth, Clerk Plymouth Pet April 16 Ord April 16
 DUMARCO, JOHN, Torquay High Court Pet March 27 Ord April 18
 FORD, EDWARD, Chesapside, Clerk High Court Pet April 1 Ord April 17
 FORSTER, EDWARD, Preston, Lancs, Chemist Preston Pet April 8 Ord April 17
 FRANKLIN, HENRY GEORGE, Gt Grimsby, Driver Gt Grimsby Pet April 17 Ord April 17
 HAIRER, JOHN, Nuneaton, Coventry Pet April 15 Ord April 15
 HERBERT, R. HON LAWRENCE, BARON HALDON, Hampton Wick Kingston, Surrey Pet March 7 Ord March 19
 HIRST, WALTER, Leeds, Furter Leeds Pet April 14 Ord April 14
 HULME, JOHN, Westleigh, Lancs, Grocer Bolton Pet April 15 Ord April 15
 JENKINS, EDWIN, J. Wemyss Lower, Mon, Blacksmith Tredegar Pet April 15 Ord April 15
 JENKINS, ELIZABETH, Llanelly, Licensed Victualler Carmarthen Pet April 17 Ord April 17
 KING, JOSEPH, Malton, Yorks, Auctioneer Scarborough Pet April 15 Ord April 15
 KLINE, JACOB, Leeds, Clothier Leeds Pet April 13 Ord April 13
 LLEWELLYN, EVAN, Swansea, Licensed Victualler Swansea Pet April 16 Ord April 16

MATTHEWS, CHARLES HENRY, Plymouth, Grocer Plymouth Pet April 30
 MILES, CHRISTOPHER, Tonypany, Glam, Confectioner Pontypridd Pet April 16 Ord April 16
 PICKARD, WALTER, Leeds, Fancy Dealer York Pet April 17 Ord April 17
 RIMER, WILLIAM COOK, Newbridge, nr Newport, Mon, Out-fitter Newport Pet April 8 Ord April 18
 SMYTHE, WILLIAM HENRY, 86 Mark's rd, North Kensington, Merchant High Court Pet April 16 Ord April 16
 THOMAS, THOMAS RICHARD, Llandilofawr, Carmarthen, Farmer Carmarthen Pet April 16 Ord April 16
 WADE, JOSEPH WALTER, Chalton st, Euston rd, Corn Dealer High Court Pet April 17 Ord April 17
 WAOSTAFF, GEORGE LEE, Pope's Farm, South Mims, Farmer Barnet Pet March 17 Ord April 15
 WHELEW, JAMES, Cheltenham, Brewer's Agent Cheltenham Pet March 27 Ord April 14
 WILKINSON, GEORGE, York York Pet April 14 Ord April 14
 WILLOCKER, WILLIAM ROBERT, Chesapeake, Commercial Traveller High Court Pet April 15 Ord April 15
 WILLIAMS, JOSEPH, Cymmer, Glam, Collier Cardiff Pet April 16 Ord April 16
 WILSON, CHARLES WILLIAM, Aldersgate st, Waterproofers High Court Pet Feb 18 Ord April 16

FIRST MEETINGS.

ANTHONY, EDMUND CHARLES, Handforth, Cheshire, Coal Merchant April 29 at 3 Ogdens' chambers, Bridge st, Manchester
 BENNETT, CHARLES WILLIAM, Burford, Oxford, Innkeeper April 29 at 12 Bankruptcy Office, Oxford
 BENTLEY, FRANCIS WILFRED DARLEY, Ilford, Essex, Stockbroker April 29 at 12 Bankruptcy bldgs, Carey at Buxton, Thomas, Ashover, Derby, Farmer April 29 at 12 Off Rec, 40, St Mary's gate, Derby
 CARTWRIGHT, THOMAS KETERING, Northampton April 29 at 12.30 County Court bldgs, Northampton
 CHAMBERLAIN, GEORGE H. CLAPHAM, Surrey, Solicitor April 30 at 11.30 24, Railway app, London Bridge
 CHANT, GEORGE, Oakley rd, Southgate, Cabinet Manufacturer April 29 at 2.30 Bankruptcy bldgs, Carey at COLES, ABRAHAM JOHN, Taunton, Phrenologist April 29 at 2 Off Rec, 58, Hammet st, Taunton
 COPPINGER, THOMAS GEORGE, Freeman's ct, Chesapeake, Publican April 29 at 11 Bankruptcy bldgs, Carey at DAVIES, JOHN THOMAS, Cradley Heath, Staffs, Grocer April 29 at 10.30 Off Rec, Dudley
 DAWES, WALLACE, Neath, Licensed Victualler April 30 at 12 Off Rec, 31, Alexandra rd, Swansea
 EVANS, EVAN, Aberdare, Colliery Cashier April 29 at 2 65, High st, Merthyr Tydfil
 FODDY, WILLIAM, Balsall Heath, Worcester, Butcher April 29 at 11.23, Colmore row, Birmingham
 FORD, WILLIAM, Bristol, Boot Manufacturer April 29 at 12 Off Rec, Bank chambers, Corn st, Bristol
 GORE, WENTWORTH, Earl's Court gdns April 30 at 12 Bankruptcy bldgs, Carey at
 HAINES, JOHN, Nuneaton April 29 at 12 Off Rec, 17, Hertford st, Coventry
 HARKER, JAMES, and ROBERT HIND HARKER, Gt Bookham, Surrey, Farmers April 29 at 11.30 24, Railway app, London Bridge
 HARRIS, SAMUEL GARNETT, Sale, Ches, Commercial Traveller April 29 at 2.30 Ogdens' chambers, Bridge st, Manchester
 HERRING, JAMES HERBERT, and FREDERICK SEWELL, Clapham, China Dealers April 29 at 12.30 24, Railway app, London Bridge
 HESKETH, Rt Hon LAWRENCE, Baron HALDON, Hampton Wick April 29 at 11.30 24, Railway app, London Bridge
 HIGGINS, SARAH, Bagley, nr Ellesmere, Innkeeper May 12 at 11.30 Priory, Wrexham
 KAYE, CHARLES, Shelley, Huddersfield, Farm Labourer April 29 at 11 Off Rec, 12, John William st, Huddersfield
 KING, ANTHONY HERBERT, West Green, Tottenham, Commercial Clerk April 29 at 3 Off Rec, 35, Temple chambers, Temple avenue
 KLINE, JACOB, Leeds, Clothier April 29 at 12 Off Rec, 22, Park row, Leeds
 LOVICK, WILLIAM, Earsham, Norfolk, Publican May 6 at 1 36, Princes st, Ipswich
 MILLER, THOMAS DAVID, Newcastle under Lyme, Merchant Tailor April 30 at 11.15 Off Rec, King st, Newcastle under Lyme
 ORME, W F, Lancaster gate April 29 at 2.30 Bankruptcy bldgs, Carey at
 PARK, WILLIAM, Keighley, Yorks, Bank Manager April 30 11 Off Rec, 21, Manor row, Bradford
 PENNELLY, JOHN, Eastville, Glos, Provision Merchant April 29 at 12.30 Off Rec, Bank chambers, Corn st, Bristol
 PICKARD, WALTER, Hartgate, Yorks, Fancy Dealer April 30 at 12.30 Off Rec, 23, Stonegate, York
 PLANE, JACOB, Weeley, Essex, Farmer April 29 at 2.15 Cups Hotel, Colchester
 RANDALL, FREDERICK WILLIAM, Kennington, Surrey April 29 at 12 Bankruptcy bldgs, Carey at
 ROBINSON, NATHANIEL, Earl's Colne, Essex, Bootmaker April 29 at 3 Cups Hotel, Colchester
 ROGERS, RICHARD, Stourbridge, Whitesmith April 29 at 2.15 Talbot Hotel, Stourbridge
 SEAROGANT, CHARLES, Truro, Auctioneer April 29 at 2 Off Rec, Boswell st, Truro
 SHAW, GEORGE WILLIAM, Cleethorpes, Lincs, Bookseller April 29 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 STUBBS, GEORGE, Burton on Trent, Baker April 29 at 3 Midland Hotel, Station st, Burton on Trent
 SWABY, ARTHUR JOHN SCOTT, Gt Grimsby, Butcher's Manager April 29 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

THOMAS, ROBERT, Kidderminster, Licensed Victualler April 29 at 2 Talbot Hotel, Stourbridge
 VENNING, MARY LOUISE, Cwm Waunilwyd, Mon, Stationer April 29 at 12 65, High st, Merthyr Tydfil
 WHITEHOUSE, EDGAR ISAAC HENRY EDWARD, Edgbaston, Coal Merchant April 30 at 11 23, Colmore row, Birmingham
 WILDER, WALTER, Dudley, Commercial Clerk April 29 at 11 Off Rec, Dudley
 WILKINSON, GEORGE, Hungeate, York April 29 at 12.30 Off Rec, 28, Stonegate, York
 WILLIAMS, WILLIAM, Anzley, Slate Mason May 7 at 12 Magistrates' Room, Bangor
 WOODS, WILLIAM HENRY, Norwich, Solicitor May 1 at 3 Off Rec, 8, King st, Norwich
 YATERS, WILLIAM, Leeds, Contractor April 29 at 11 Off Rec, 22, Park row, Leeds

Amended notice substituted for that published in the London Gazette of April 17:

YORWORTH, DAVID, Wick, nr Bridgend, Glam, Farmer April 29 at 11.30 Off Rec, 29, Queen st, Cardiff

NOTE.—Re Charles Jesse Webb, Bristol, appearing in the Notice of First Meeting and Public Examination, published in the London Gazette of the 14th April, 1896, was inserted in error, no such Order having been made.

ADJUDICATIONS.

ANTHONY, EDMUND CHARLES, Handforth, Cheshire, Coal Merchant Manchester Pet April 8 Ord April 17
 APPLETON, WILLIAM, Thirsk, York, Innkeeper Northallerton Pet April 16 Ord April 16
 BENTLEY, FRANCIS WILFRED DARLEY, Ilford, Essex, Stockbroker High Court Pet March 19 Ord April 17
 BISHOP, THOMAS, Abberley, Woros Worcester Pet March 23 Ord April 15
 BLENCOWE, WILLIAM, Kidderminster, Baker Kidderminster Pet April 16 Ord April 16
 BONNETT, WILLIAM JOHN BLOSTON, and EDITH ALICE CURTIS, Banbury, Oxford, Grocers Banbury Pet March 6 Ord April 15
 BOUND, GEORGE GREY, Villiers st, Strand, Fishmonger High Court Pet March 19 Ord April 18
 BROWN, JOB, Rochdale, Carrier Rochdale Pet April 17 Ord April 17
 CHAMBERLAIN, GEORGE, H. CLAPHAM, Surrey, Solicitor Wandsworth Pet March 12 Ord April 16
 CLARKSON, ROBERT WILLIAM, Ventnor, I W Baker Newport and Ryde Pet April 17 Ord April 18
 COLES, ABRAHAM JOHN, Taunton, Phrenologist Taunton Pet April 8 Ord April 16
 COPPINGER, THOMAS GEORGE, Freeman's ct, Chesapeake, Publican High Court Pet March 27 Ord April 16
 DAVIES, EVAN, Llansadwny, Carmarthen, Innkeeper Carmarthen Pet April 16 Ord April 16
 DAVIES, REES, Gorseinon, Glam, Tailor Carmarthen Pet April 7 Ord April 16
 DENT, ARTHUR, Brompton crescent High Court Pet March 13 Ord April 15
 DENT, RICHARD, Kendal, Westmrd, Draper Kendal Pet April 17 Ord April 17
 DOBINGTON, THOMAS PIPER, Plymouth, Clerk Plymouth Pet April 15 Ord April 16
 ELLIOTT, JAMES, Camberwell, Civil Servant High Court Pet Jan 30 Ord April 18
 FORD, EDWARD, Sharncliffe rd, New Cross, Clerk High Court Pet April 1 Ord April 17
 FRANKLIN, HENRY GEORGE, Gt Grimsby Gt Grimsby Pet April 17 Ord April 17
 GREENWELL, HAROLD STAPLETON, Leadenhall st High Court Pet Feb 22 Ord April 18
 HAINES, JOHN, Nuneaton Coventry Pet April 15 Ord April 15
 HARRIS, SAMUEL GARNETT, Sale, Cheshire, Commercial Traveller Manchester Pet March 27 Ord April 16
 HIGGINS, SARAH, Bagley, nr Ellesmere, Innkeeper Wrexham Pet March 5 Ord April 17
 HIND, WALTER, Leeds, Porter Leeds Pet April 14 Ord April 14
 HULME, JOHN, Westleigh, Lanes, Grocer Bolton Pet April 18 Ord April 18
 JENKINS, EDWIN, Cwmay Lower, Mon, Blacksmith Tredegar Pet April 17 Ord April 18
 JENKINS, ELIZABETH, Llanelly, Licensed Victualler Carmarthen Pet April 16 Ord April 17
 KING, JOSEPH, Malton, Yorks, Auctioneer Scarborough Pet April 15 Ord April 15
 KLINE, JACOB, Leeds, Clothier Leeds Pet April 13 Ord April 13
 LLEWELLYN, EVAN, Swansea, Licensed Victualler Swansea Pet April 16 Ord April 16
 MARTIN, WILLIAM HENRY POWELL, Truro, Merchant Truro Pet Feb 22 Ord April 18
 MATTHEWS, CHARLES HENRY, Plymouth, Grocer Plymouth Pet April 15 Ord April 16
 McMANUS, THOMAS HENRY, Blackburn, Cigar Merchant Blackburn Pet March 23 Ord April 16
 MILES, CHRISTOPHER, Tonypany, Glam, Confectioner Pontypridd Pet April 16 Ord April 16
 NEWING, JAMES, Littlebourne, Kent, Licensed Victualler Canterbury Pet March 12 Ord April 17
 NORTHOVER, ANDREW HENRY, Stourton, Wilts, Innkeeper Salisbury Pet March 11 Ord April 15
 PEARL, S, Hastings, Jeweller Hastings Pet March 4 Ord April 17
 PICKARD, WALTER, Leeds, Fancy Dealer York Pet April 17 Ord April 17
 RIMER, WILLIAM COOK, Newbridge, nr Newport, Mon, Outfitter Newport, Mon Pet April 7 Ord April 18
 SMITH, FREDERICK JAMES, Haddon st, Regent st, Licensed Victualler High Court Pet March 30 Ord April 17
 THOMAS, THOMAS RICHARD, Llandilofawr, Carmarthen, Farmer Carmarthen Pet April 14 Ord April 16

WADE, JOSEPH WALTER, Chalton st, Euston rd, Corn Dealer High Court Pet April 17 Ord April 17
 WILKINSON, GEORGE, Hungeate, York York Pet April 14 Ord April 14
 WILKINSON, ERNEST, Whittington Moor, nr Chesterfield, Explosive Merchant Chesterfield Pet April 9 Ord April 18
 WILLOCKER, WILLIAM ROBERT, Chesapeake, Commercial Traveller High Court Pet April 15 Ord April 15
 WINEBERG, SIMON, Southsea, Furnisher Portsmouth Pet March 6 Ord April 16

SALES OF ENSUING WEEK.

April 30.—MORRIS, CHESTERTON & SONS, at the Mart, at 2, Freehold Residence, Worthing; Leasehold Residence, Beckenham; Residence, Shepherd's Bush; Residence, Wimbledon; Shop, Dwelling-house, and Stabling, Bayswater; Town Residence, South Kensington; Building Land, near Addison-road Station; Lease of Shop and House, Three Residences, Cottage and House and Shop, Kensington; also a Villa at Chiswick (see advertisement, this week, p. 4).

April 30.—MORRIS, DERENHAM, TEBSON, FARMER, & BRIDGEWATER, at the Mart, at 2, Freehold Investments in 28 Private Houses, 5 Shops, and Freehold Building Land at East Dulwich, Brickton-hill, and Bromley; Leasehold Ground-rents, with reversions, secured on Public house and 12 Houses and Shops; also 15 Houses and Shops and Building Land at Cubitt Town, E. (see advertisement, April 18th, p. 4).

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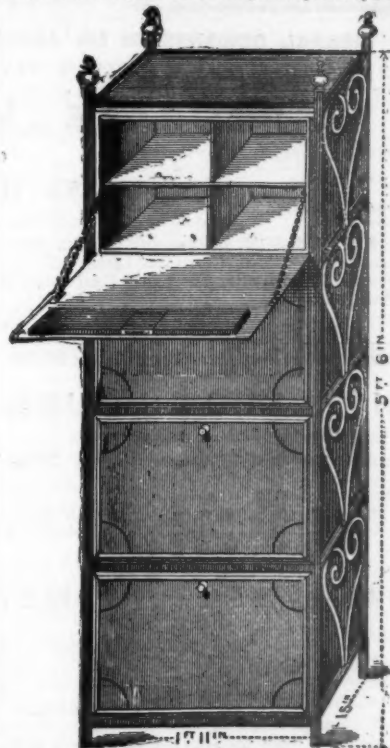
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The Chair will be taken at One o'clock precisely. The accounts of the Society, with the Auditors' Report upon them, may be inspected by the Shareholders for 14 days previously to the Annual Meeting, and during one month after it. The following Directors retire by rotation, and are eligible, and offer themselves for re-election:—

Joseph Percival Tatham, Esq.,
Edward Leo Rowcliffe, Esq.,
Joseph Augustus Hellard, Esq.,
George Rooper, Esq.,
John Moxon Clabon, Esq.,
Frederick Peake, Esq.,
Octavius Leafe, Esq.,
Richard Walter Twiss, Esq.,
Romer Williams, Esq.,
Richard Mills, Esq.

The Auditors retiring are—
James Frederick Burton, Esq.,
John Henry Horton, Esq.,
William Tanner Neve, Esq.,
Charles Robert Roberts West, Esq.,

who are eligible, and offer themselves for re-election. Also that an Extraordinary General Meeting will be held at the place aforesaid, immediately after the termination of the Annual General Meeting, to Elect a Director in the room of Frederick George Davidson, Esq., deceased.

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